



REGULAR COMMISSION MEETING
Tuesday, March 11, 2025, at 9:00 am
338 W. First St, Port Angeles, WA 98362
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. Community Boating Program Presentation
 - B. Annual Capital Projects Report
 - C. Quarterly Grant Update
- V. APPROVAL OF CONSENT AGENDA**
 - A. Regular Commission Meeting Minutes – February 25, 2025
 - B. Vouchers in the amount of \$928,629.70
- VI. COMPLETION OF RECORDS**
 - A. Monthly Delegation of Authority Report
- VII. PLANNING AND CAPITAL PROJECTS**
 - A. Item for Consideration – Professional Service Agreement West Boat Haven Master Plan
- VIII. LOG YARD**
 - No items
- IX. MARINE TRADES AND MARINE TERMINALS**
 - No items



X. PROPERTY

- A. Item for Consideration – Citizen Air Leases
- B. Item for Consideration – Atlas Tower Lease
- C. Item for Consideration – USCG Lease at FIA for COOP

XI. MARINAS

No items

XII. AIRPORTS

No items

XIII. OTHER BUSINESS

- A. Item for Consideration – Waiver of Competitive Processes for Pollution Control, Resolution 25-1320

XIV. ITEMS NOT ON THE AGENDA

XV. COMMISSIONER REPORTS

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

XVII. FUTURE AGENDA

XVIII. NEXT MEETINGS

- A. February 25, 2025 – Regular Commission Meeting
- B. March 11, 2025 – Regular Commission Meeting
- C. March 25, 2025 – Regular Commission Meeting
- D. April 8, 2025 – Regular Commission Meeting

XIX. UPCOMING EVENTS

- A. February 23-24, 2025 – Northwest Aviation Conference, Puyallup, WA
- B. March 18-20, 2025 – AAPA Legislative Trip, Washington D.C.
- C. April 22-24, 2025 – AFRC Annual Meeting, Stevenson, WA
- D. April 23-25, 2025 – Olympic Logging Conference, Victoria, B.C.



- E. May 14-16, 2025 – WPPA Spring Meeting, Spokane, WA
- F. May 19-21, 2025 – Washington Airport Managers Association Conference, Lake Chelan
- G. May 19-21, 2025 – AAPA Leadership Summit, Milwaukee, MN
- H. June 8-9, 2025 – Maritime Festival, Port Angeles, WA
- I. June 25-27, 2025 – WPPA Finance & Administration Seminar, Walla Walla, 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.

Community Boating Program

A 501(c)(3) non-profit



Our mission is to provide access to boating opportunities
for youth and adults on the Olympic Peninsula

Community Boating Program 2024 Overview

310 Registrations in 2024! (210 participants)

182 Youth Registrations (122 participants)

128 Adult Registrations (88 participants)

4 Youth Sailing Teams in both the spring and Fall

Hosted 2 youth regattas, 1 Advanced Opti Clinic, and 1 Keelboat Instructor course

The CBP employs a full time Junior Sailing Director, 8 certified keelboat instructors, and 2 instructors/coaches for our youth programs

2024 Youth Program

Opti Sailing Team (ages 9-12)

Middle School Sailing Team (6th-8th grade) ***New in 2024

High School Sailing Team (9th-12th grade)

High School Keelboat Team (9th-12th grade) ***New in 2024

Summer Camp Programs (ages 6-18, we ran 12 half day camps in 2024, with 120 kids)

- In 2023 we ran 8 half day summer camps with 80 youth

- In 2022 we ran 1 summer camp with 4 youth



2024 Adults Programs

Adult Keelboat Instruction

- Keelboat 101 and 102, and Basic Cruising

Women's Program

- Run by women for women, our most popular adult program!

Private Lessons

Charters

First Sail events

- Womens and LGBTQ one day introduction to sailing courses

Community Support Leads CBP to become a host Venue

- City Lodging Tax Funding (supported our newest coachboat and enabled us to host larger youth regattas)
- Port of Port Angeles Community Partner Grant has enabled us to build our youth docks and purchase Flying Juniors for high school team

Strong votes of confidence in the CBPs programs and has brought Port Angeles very close to being a youth sailing destination in the Pacific Northwest. As the CBP is building up our capacity to host larger events, other teams are starting to recognize the quality of our venue and ask us to host more events.

In 2025 we are scheduled to host 4 youth regattas, 1 high level youth clinic, and a level 1 instructor training course for young instructors.



Port Angeles Regatta 2024



Mobile Opti Program

With the recent success of our camp program, the Community Boating Program is now looking to provide access to youth sailing camps to communities across the Olympic Peninsula. The solution we have come up with is a Mobile Opti Program.

What is it?

- CBP will purchase a second fleet of 12 Optis and a trailer
- CBP will bring summer camps to communities on the Olympic Peninsula with feasible venues that do not currently have access to sailing summer camp programs.
- Camps will be based off our current offerings, using CBP instructors.
- We will offer 1-3 weeks in each location, with 2 half day camps per week



Sailing Summer Camp in Sequim Bay

- In August of 2025 the Community Boating Program is planning to offer 1 week of summer camp in Sequim Bay!
- After our 6 weeks of summer camps wrap up in Port Angeles we will bring our current Opti's over to Sequim Bay and run two half day camps from August 18-August 22nd.
- The Camps will be our popular Opti Little Fry (age 6-8) and Opti Beginner (age 9-12)
- We are working closely with the Port of Port Angeles to work out the logistical details of what we hope will be a model for a more extensive Mobile Opti Program in 2026!

Offering our first camps outside of Port Angeles will be a big step forward in fulfilling the CBP's mission of providing access to boating on the Olympic Peninsula. We are excited about the potential to get young sailors in Sequim started on their journey to a healthy lifelong passion for boating. A big thank you to Martin Marchant for working with the CBP to figure out logistics for this exciting step forward.

CBP Sponsors Thank You!



Community Boating Program

2024 Annual Report





Our Mission

Community Boating Program is a local nonprofit with a simple mission – to provide access to boating for youth and adults on the Olympic Peninsula. Our qualified instructors, boats, docks, and equipment allow us to enable **everyone** to explore the waters of Port Angeles Harbor and the Salish Sea.

From Junior Sailing Director Eric Lesch

In 2024 the Port Angeles waterfront was alive with the happy sounds of youth and adults learning to sail. In fact, when you combine the additions to summer camps, youth teams, women's and adult programs we had aspiring sailors on the water every day for nine months!

Our community has laid the groundwork for developing Port Angeles into a sailing destination befitting the beauty of our harbor. I'm proud that in 2024 we were able to hire some of our former and current high school sailors to work as instructors. In doing so we have forged a pathway to jobs in the marine trades.

In 2024 we have also seen success forging partnerships and receiving support from local businesses and government in our efforts to fund all of the amazing programs we run. We are working hard to further our mission and we are hopeful that we will be able to host our first camps in Sequim Bay this August...*stay tuned for more info!*



A heartfelt thank you to all of our board and staff, and to everyone that has volunteered, donated, and/or participated in any of our programs. You made this a wonderful year and I hope you will join us for all of the excitement in 2025!



2024 Impact

We had **over 300 youth and adults** participate in our programs!



Junior sailors traveled to 12 regattas in 2024. The High School team placed 2nd in the Bronze Fleet at the **Cascadia Cup**.

Our **new** High School Keelboat team qualified for championships in Seattle this past October.

We trained one new youth sailing instructor and supported level 2 training for two existing youth instructors. We also certified three new women instructors for our adult programming.

In 2024 we hosted our first two regattas, as well as our first Opti clinic by the Sailing Foundation.



In 2025 we are hosting four regattas, including an event that will feature the top 20 teams in Washington and Oregon.



Youth Sailing

Our youth program is quickly growing. We had **182** youth registrations - 117 of those being summer camp registrations. This was an increase of 150% from 2023.

We added two new youth sailing teams in 2024. We now offer:

- Opti Sailing Team (ages 9-12)
- *NEW* Middle School Sailing Team (6th-8th grade)
- *NEW* High School Keelboat Team (9th grade +)
- High School Sailing Team (9th grade +)

Community Outreach

Thanks to Soroptimist, we were able to host a First Sail Event for Women at the Maritime Festival.

Additionally we offered a women's monthly sailing program and an LGBTQ+ First Sail during peak sailing season.



We also saw significant growth in private lessons this year.

We continue to offer adult sailing lessons - including **Basic Keelboat Learn To Sail, Adult Dinghy, and Women's Programs** - and look forward to a full season of adult maritime education in 2025.

Fundraising Events

For the second year in a row, we partnered with the **Olympic Lodge by Ayres** and **Platypus Marine** to host our fall fundraising event, **Float the Boat**. We saw great turnout and record-breaking fundraising, leading us to raise \$11,000.

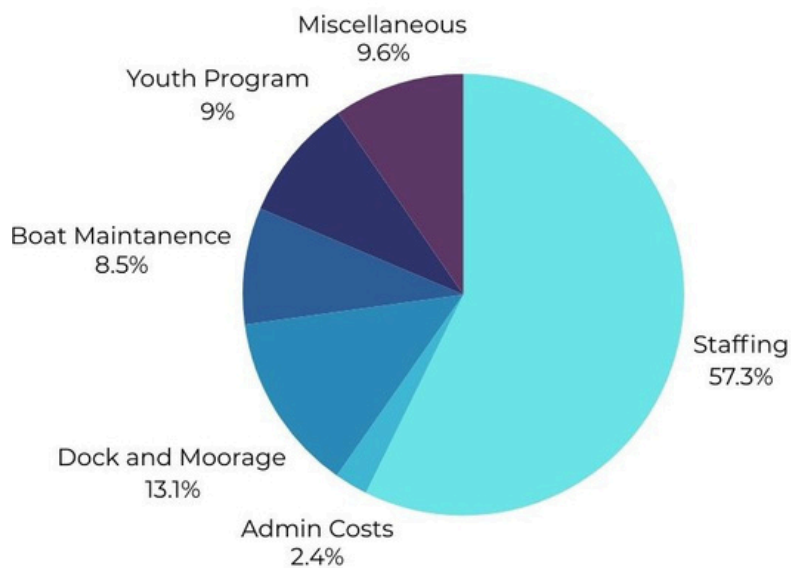
Additionally, last March we hosted a Spaghetti Dinner in support of youth sailing - bringing in over \$5k in additional funds.



2024 Financials

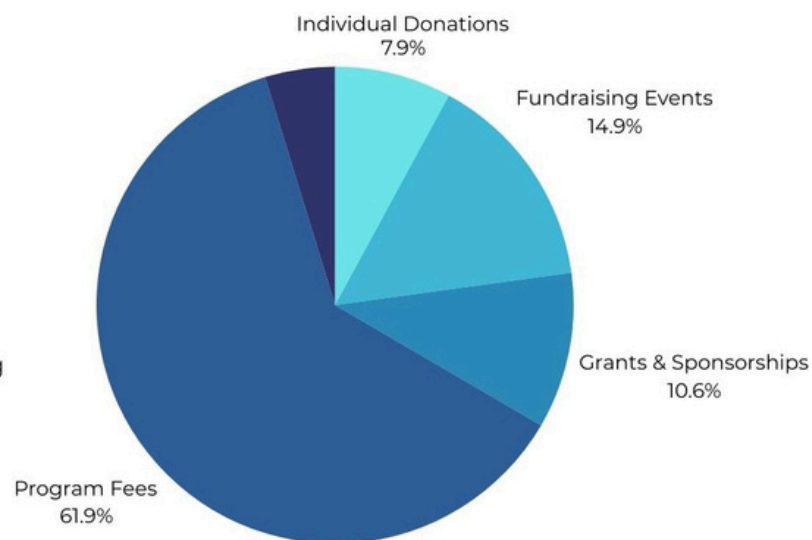
Expenses

\$110,653



Revenue

\$105,361



Donor Acknowledgments

*From all of us at Community Boating Program to all of you, **thank you.** Every gift makes a huge difference in our mission to provide boating opportunities for youth and adults on the Olympic Peninsula alike.*

And a special thank you to our 2024 sponsors!

Gold Level



Silver Level



Bronze Level





Thank You!

Whether you donated, signed up for sailing activities, or attended any of our events, you contributed to an incredible year, and we couldn't be more grateful!

In 2025, we're taking our programs even further across the Olympic Peninsula. But we can only do that with your support.

Individual financial contributions allow us to expand access to our beautiful marine environment through boating. Make your 2025 gift today by scanning the QR code or clicking below.



Give Today!

Community Boating Program is a registered 501(c)(3) non-profit organization #84-3256911. Your donation is tax deductible to the extent allowed by law.

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

March 11, 2025

Subject: 2024 CAPITAL PROJECTS – BUDGET VS. ACTUAL

Presented by: Chris Hartman, Director of Engineering

BACKGROUND:

The Port's 2024 Budget was adopted by the Commission on November 14, 2023, within Resolution 23-1288. The budget included \$6,420,000 in spending from the Port's Capital Fund and \$7,776,200 in state and federal grant funds for a total Capital Projects Budget of \$14,196,200. The following report, graphs, and spreadsheet will show the projected capital expenditures through the end of 2024 and how they compare to the budget.

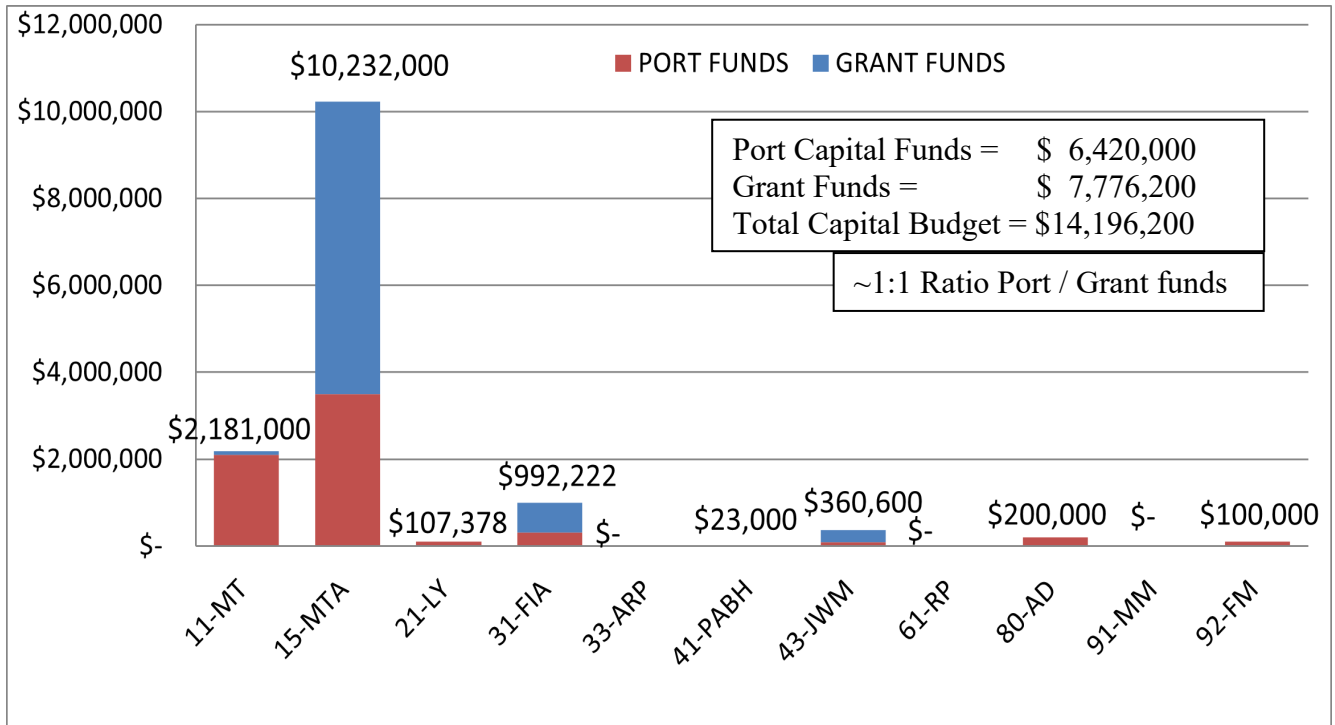
ANALYSIS:

The total capital spending through the end of 2024 is approximately \$11.08 million, with \$5.32 million in grant reimbursement, resulting in a net expenditure of \$5.76 million of Port funds (See the attached spreadsheet for a breakdown of each project).

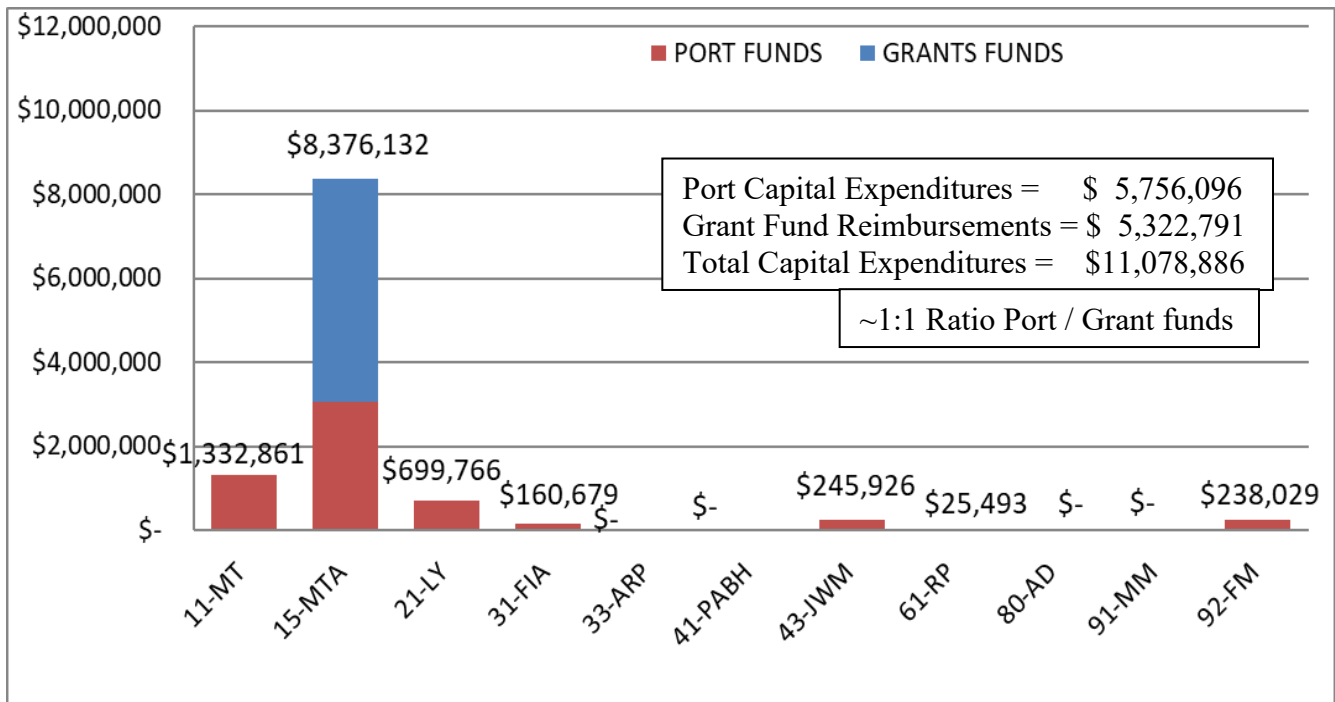
ATTACHMENTS:

- 2024 Capital Budget & Actual Bar graphs
- 2024 Capital Project Table
- Project Photos

2024 CAPITAL PROJECTS BUDGET



2024 CAPITAL ACTUAL SPENDING



2024 CAPITAL PROJECT TABLE –Actual compared to Budget

#	DEPTS	PROJECT DESCRIPTION	BUDGET		ACTUAL		ACTUAL vs. BUDGET
			PORT BUDGET	GRANT BUDGET	PORT ACTUAL	GRANT ACTUAL	
1.1	21-LY	IHTF Site Impts (G) (P)	\$ 77,378		\$ 22,269		\$ (55,109)
2.1	15-MTA	MTC Site Development (G)	\$ 3,500,000	\$ 6,732,000	\$ 3,053,341	\$ 5,322,791	\$ (446,659)
2.2	11-MT	T1 - T3 Repairs (P)	\$ 2,000,000		\$ 1,320,022	\$ -	\$ (679,978)
2.3	31-FIA	Hangar Site Dev Design (P) (G)	\$ 10,000	\$ 90,000	\$ 843	\$ -	\$ (9,157)
2.4		*Capital Budget Contingency	\$ 200,000		\$ 1,056,470		\$ 856,470
3.1	31-FIA	Terminal Roof Replace (SP)	\$ 100,000		\$ 52,107		\$ (47,893)
3.2	43-JWM	Boat Launch Float Replace (G)	\$ 85,750	\$ 257,250	\$ 235		\$ (85,515)
3.3	31-FIA	Asphalt Surfacing Repairs	\$ 140,000		\$ 107,380		\$ (32,620)
3.4	21-LY	Swifter Repairs (SP)	\$ 30,000		\$ -		\$ (30,000)
3.5	11-MT	MT Server Room HVAC	\$ 15,000		\$ 12,839		\$ (2,161)
4.1	31-FIA	Hangar Development (G*)	\$ 65,222	\$ 587,000	\$ 349		\$ (64,873)
4.2	11-MT	Surveillance and Lighting (G)	\$ 26,500	\$ 79,500	\$ -		\$ (26,500)
4.3	41-PABH	Surveillance (G)	\$ 5,750	\$ 17,250	\$ -		\$ (5,750)
4.4	43-JWM	Surveillance (G)	\$ 4,400	\$ 13,200	\$ -		\$ (4,400)
4.5	92-FM	Pole Building (SP)	\$ 100,000		\$ 130,240		\$ 30,240
4.6	11-MT	T1 Shorepower cable	\$ 20,000		\$ -		\$ (20,000)
4.7	11-MT	T1 Shorepower Service	\$ 40,000		\$ -		\$ (40,000)
TOTALS			\$ 6,420,000	\$ 7,776,200	\$ 5,756,096	\$ 5,322,791	\$ (663,905)
							\$ -
*CONTINGENCY / UNBUDGETED PROJECTS							
	21-LY	New Log Loader Purchase			\$ 467,181		\$ 467,181
	43-JWM	JWM Fuel System Upgrade			\$ 245,691		\$ 245,691
	92-FM	FM Gutter Machine Purchase			\$ 10,655		\$ 10,655
	92-FM	Boom Truck Purchase			\$ 15,769		\$ 15,769
	21-LY	LY Stormwater Treatment Impts			\$ 210,315		\$ 210,315
	61-RP	820 Marine Dr. Overhead Doors			\$ 25,493		\$ 25,493
	92-FM	Ford Lightning (Truck #65)			\$ 53,773		\$ 25,493
	92-FM	2016 Ford F550 Dump Truck			\$ 27,591		\$ 53,773
TOTALS =			\$ 6,420,000	\$ 7,776,200	\$ 5,756,096	\$ 5,322,791	\$ (663,905)
PORT + GRANT =			\$14,196,200		\$11,078,886		\$ (3,117,314)

G Project awarded grant funding

P Planning

SP Self Perform projects w/ Port Labor

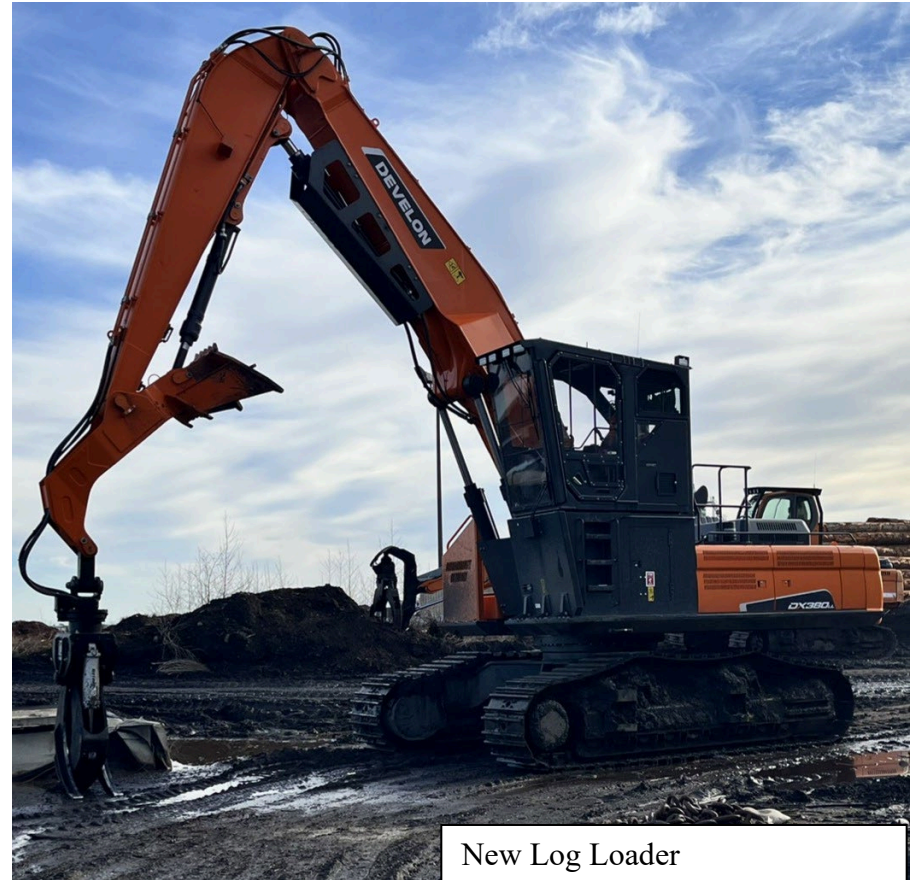
PROJECT PHOTOS



PROJECT PHOTOS



Terminal 1 Repairs



New Log Loader

PROJECT PHOTOS



PROJECT PHOTOS



FIA Terminal Roof



FIA Asphalt Replacement



***Q1 2025: Quarterly
Grant Update***
March 11, 2025



Quarterly Grant Updates cover:

- Active, obligated grants
- Awarded but not-yet-obligated grants
- Grants submitted and under review
- Targeted grants
- Grant project highlights

Active (Obligated) Federal Funds

Grant	Project	Total
EDA: Disaster Fund (2020)	Marine Trades Center development	\$7,282,736 federal \$3,751,712 non-federal
DHS/FEMA: Port Security Grant Program (2022)	Surveillance Camera and Lighting Upgrades <ul style="list-style-type: none">• Marine Terminals (T1/T3)• Boat Haven, John Wayne Marina	\$110,634.75 federal \$36,878 non-federal
EDA: Recompete (2024)	North Olympic Peninsula Barging Network <ul style="list-style-type: none">• Spud barge• Inland barge• Ocean barge	\$6,000,000 federal \$0 non-federal

Active (Obligated) Federal Funds - Continued

Grant	Project	Total
EPA: Clean Ports Program (2024)	Shore power upgrades <ul style="list-style-type: none"> • Infrastructure and cable management units Cargo handling equipment <ul style="list-style-type: none"> • Reachstacker • 5-ton and 10-ton forklifts • Telestacker for conveyor system 	\$9,457,361 federal \$1,050,817 non-federal
EDA: Public Works & Economic Adjustment Assistance (2025) <i>Note: Clallam EDC is the prime recipient</i>	Port projects: <ul style="list-style-type: none"> • T1/T3 Environmental Narrative and Preliminary Engineering Report • Logistics Improvement Study • Plywood Mill Siting Study • Public Kiln Study • Public Kiln Preliminary Engineering 	\$1,360,000 federal \$150,000 non-federal



2020 EDA Disaster Fund: Marine Trades Center

- 77% spent down as of today
- Work remaining includes water meter installation, additional paving on the access road, final electrical, and final grading.
- Project will finish around July 2025.



2024 Clean Ports Program: Shore Power and Equipment

- 0% spent down as of today
- Request for Quotes/Qualifications (RFQs) published for:
 - Shore power design
 - 5-ton forklift
 - 10-ton forklift
 - Reachstacker

Active (Obligated) State Funds

Grant	Project	Total
Ecology: Water Quality (2022)	Intermodal Handling & Transfer Facility stormwater design	\$189,000 state \$63,000 non-state
RCO: Boating Facilities Program (2023)	Launch float replacements at John Wayne Marina	\$257,250 state \$85,750 non-state
WSDOT: Port Electrification Grant Program (2024)	Match for EPA Clean Ports Program	\$525,408 state \$525,408 non-state
WA Commerce: EV Charging Program (2024)	Installation of 7 Level 2 EV chargers around the Port	\$112,000 state \$37,335 non-state
Community Economic Revitalization Board (2024)	West Boat Haven Marina Master Plan	\$75,000 state \$50,000 non-state



***2023 RCO Boating Facilities
Program: John Wayne Marina
Boat Launch Float Replacement***

- New floats were installed in the first half of February.
- Floats were fabricated by Port of Friday Harbor through an Interlocal Agreement.
- Floats and delivery cost just under \$200k – about \$20k less than the original budget!

**NOTICE
LAUNCH RAMP USERS**
USE OF THIS LAUNCH
RAMP (INCLUDING KAYAKS
AND CAR TOP BOATS) IS
SUBJECT TO PAYMENT OF
FEE OR DISPLAY OF
VALID RAMP PERMIT.

Awarded, Non-Obligated Federal Funds

Grant	Project	Total	Status
MARAD: Port Infrastructure Development Program (2022)	Intermodal Handling and Transfer Facility Upgrades <ul style="list-style-type: none">Cofferdam Dock rehabilitationUpland grading and paving	\$7,282,736 federal \$3,751,712 non-federal	Environmental Assessment is under review by MARAD before grant obligation.
MARAD: Port Infrastructure Development Program (2024)	Operational Capacity Expansion <ul style="list-style-type: none">2 new Tier 4 logstackers2 hybrid material handlersConveyor system	\$9,000,000 federal \$2,250,000 non-federal	Completing pre-award requirements (Title IX, NEPA). MARAD has determined no Sect. 106 is needed.
Community Project Funding Request (2024)	Tse-whit-zen Protection Area <ul style="list-style-type: none">Remove industrial infrastructureInstall fence and signage	\$500,000 federal \$0 non-federal	Funding depends on passage of the FY25 THUD appropriations bill.

Grants Under Review (Federal and State)

Grant	Project	Total
DOT: BUILD (2025)	SR-117, Marine Drive, and T3 Planning <ul style="list-style-type: none">• Co-applied with City of Port Angeles• Designs/studies for traffic improvements and T3 rehabilitation	\$14,275,000 federal \$225,000 non-federal
WA Archives: Local Records Program (2025)	Public Records Act (PRA) Process Improvements <ul style="list-style-type: none">• Auto-capture software for MS Teams and Outlook	\$5,757 state \$0 non-state

Targeted Grants (Federal and State)

Grant	Project	Total	Due
MARAD: Port Infrastructure Development Program (2025 and 2026)	Marine Terminal Upgrades <ul style="list-style-type: none">• Goal: increase cargo throughput at T1/T3 through renovations• 30% design through PWEAA	\$9,000,000 federal \$2,250,000 non-federal	April 30, 2025
DHS/FEMA: Port Security Grant Program (2025)	Project not finalized <ul style="list-style-type: none">• Security camera management• Network upgrades to support surveillance systems	Budget not yet set	June/July 2025
WA Ecology: Water Quality Combined Funding Program (2025)	Intermodal Handling and Transfer Facility Stormwater <ul style="list-style-type: none">• Construction of stormwater improvements currently in the design stage	Budget not yet set	October 2025

Questions?





REGULAR COMMISSION MEETING
Tuesday, February 25, 2025, at 9:00 am
338 W. First St, Port Angeles, WA 98362
MINUTES

Time Specific Executive Session – 10:00 am

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
Colleen McAleer, Commissioner
Steve Burke, Commissioner
Paul Jarkiewicz, Executive Director

Caleb McMahon, Dir. of Economic Development
Braedi Joutsen, Clerk to the Board
Chris Hartman, Director of Engineering
Jennifer Baker, Director of Admin & Finance

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE (0:00-4:55)

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

**There were technical difficulties with the audio/video for the first few minutes*

II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (4:56-5:14)

None

III. APPROVAL OF AGENDA (5:15-5:36)

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

IV. WORK SESSION (1:10:21-1:31:17)

- A. January Financial Report
 - Presentation: Jennifer Baker
 - Discussion
 - No Action
- B. Cash and Investment Report
 - Presentation: Jennifer Baker
 - Discussion
 - No Action
- C. West Port Angeles Boathaven RFQ Update
 - Presentation: Chris Hartman
 - Discussion
 - No Action
- D. Delegation of Authority Discussion
 - Presentation: Paul Jarkiewicz
 - Discussion
 - No Action

V. APPROVAL OF CONSENT AGENDA (1:31:18-1:35:35)

- A. Regular Commission Meeting Minutes – February 11, 2025
- B. Vouchers in the amount of \$431,893.29
 - Discussion
 - Motion to approve the consent agenda: Comm. Beauvais
 - 2nd: Comm. Burke
 - Vote: 2-0 (Approved)



VI. COMPLETION OF RECORDS

No items

VII. PLANNING AND CAPITAL PROJECTS

No items

VIII. LOG YARD

No items

IX. MARINE TRADES AND MARINE TERMINALS

No items

X. PROPERTY (1:35:36-1:38:20)

A. Item for Consideration - Life Flight Network, LLC Term Lease

- Presentation: Cherie Gottschalk
- Discussion
- Motion to authorize the Executive Director to sign a new lease with Life Flight Network, LLC, per the terms and conditions as presented: Comm. Beauvais
- 2nd: Comm. Burke
- Vote: 2-0 (Approved)

XI. MARINAS

No items

XII. AIRPORTS

No items

XIII. OTHER BUSINESS (5:37-1:00:33), (1:01:54-1:10:20)

A. Item for Consideration – John Wayne Marina (JWM) Port Management Agreement Amendment, Resolution 25-1318

- Presentation: Jesse Waknitz
- Discussion
- Motion to introduce Resolution 25-1318, a resolution authorizing the Executive Director to submit a formal request to DNR for a PMA amendment to include aquatic land adjacent to John Wayne Marina: Comm. McAleer
- 2nd: Comm. Beauvais
- Vote: 3-0 (Unanimous)
- Motion to waive second consideration: Comm. Beauvais
- 2nd: Comm. McAleer
- Vote: 3-0 (Unanimous)
- Motion to adopt Resolution 25-1318, a resolution authorizing the Executive Director to submit a formal request to DNR for a PMA amendment to include aquatic land adjacent to John Wayne Marina: Comm. McAleer
- 2nd: Comm. Beauvais
- Vote: 3-0 (Unanimous)
- Motion to add this project to the 2025 budget and utilize contingency funds to pursue this project: Comm. Burke
- 2nd: Comm. McAleer
- Vote: 3-0 (Unanimous)

B. Item for Consideration – Sale of Abandoned Vessels, Resolution 25-1319

- Presentation: Marty Marchant
- Discussion



- Motion to adopt Resolution 25-1319, a resolution directing sale of abandoned vessels: Comm. Beauvais
- 2nd: Comm. McAleer
- Vote: 3-0 (Unanimous)

C. Item for Consideration – Waiver of Competitive Processes for Pollution Control, Resolution 25-1320

- Presentation: Paul Jarkiewicz
- Discussion

Time Specific Item – Recessed regular meeting into Executive Session. The regular meeting reconvened at 11:10 am. Comm. McAleer is currently excused from the meeting.

- Motion to introduce Resolution 25-1320, a resolution of the Port of Port Angeles Washington waiving competitive bidding requirements for certain public works special facilities and for pollution control facilities & certain purchases and contracts as allowed by RCW 39.04.280(1)(b) and RCW 70A.210.110 & adopting findings of fact in support: Comm. Beauvais
- 2nd: Comm. Burke
- Vote: 2-0 (Approved)

D. American Association of Port Authorities Leadership Summit – Travel Authorization

- Presentation: Paul Jarkiewicz
- Discussion
- Motion to authorize travel and expenses of \$6,000 each for Chris Hartman and Caleb McMahon to attend the AAPA Leadership Summit in Milwaukee, Wisconsin on May 19-22, 2025: Comm. Beauvais
- 2nd: Comm. Burke
- Vote: 2-0 (Approved)

XIV. ITEMS NOT ON THE AGENDA

XV. COMMISSIONER REPORTS (1:38:21-

Comm. Beauvais provided a summary of yesterday's Clallam County Revenue Advisory Committee meeting, which featured the new Washington State Lands Commissioner Dave Upthegrove.

XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (1:43:06-1:43:15)

None

XVII. FUTURE AGENDA

XVIII. NEXT MEETINGS (1:43:15-1:43:20)

- A. March 11, 2025 – Regular Commission Meeting
- B. March 25, 2025 – Regular Commission Meeting
- C. April 8, 2025 – Regular Commission Meeting
- D. April 22, 2025 – Regular Commission Meeting
- E. April 28, 2025 – Special Joint Commission Meeting – at Port

XIX. UPCOMING EVENTS

- A. April 22-24, 2025 – AFRC Annual Meeting, Stevenson, WA
- B. April 23-25, 2025 – Olympic Logging Conference, Victoria, B.C.

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



XX. EXECUTIVE SESSION – TIME SPECIFIC 10:00 AM (1:00:34-1:01:53), (1:43:21-1:44:40)

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

- Comm. Burke recessed the meeting to convene an executive session with an anticipated length of 60 minutes. Following the executive session, the Commission is not expected to take action.
- Discussion:
One (1) item concerning legal or financial risk. Discussing such matters in executive session is appropriate pursuant to RCW 42.30.110(1)(i).
- Start Time: 10:00 am
- Extended: 10 minutes
- End Time: 11:10 am

Public Session of Commission Meeting Reconvened: 11:10 am

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

- Comm. Burke recessed the meeting to convene an executive session with an anticipated length of 2 hours minutes. Following the executive session, the Commission is not expected to take action.
- *Comm. McAleer rejoined the meeting during this Executive Session
- Discussion:
Seven (7) items concerning legal or financial risk. Discussing such matters in executive session is appropriate pursuant to RCW 42.30.110(1)(i).
- Recess: 7 minutes
- Start Time: 12:00 pm
- Extended: 5 minutes
- End Time: 2:05 pm

Public Session of Commission Meeting Reconvened: 2:05 pm

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

XXI. ADJOURN (1:44:41-1:44:43)

Comm. Burke adjourned the meeting at 2:05 pm.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Steven Burke, President

Connie Beauvais, 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.

This process is in compliance with the applicable RCWs and the State Auditor's Budget Accounting and Reporting System (BARS) requirements. Further, the Port maintains effective internal controls to ensure that all disbursements are valid obligations authorized in accordance with the Delegation of Authority Policy.

SUMMARY TRANSMITTAL February 20, 2025 – March 5, 2025

CERTIFICATION

Accounts Payable

	Begin	End	
For General Expenses and Construction	Check #	Check #	
Accts Payable Checks (computer)	419037	419067	\$ 71,410.74
Voided/Zero Payable			
Accts Payable ACH	004467	004497	\$ 451,415.67
VOIDED/ZERO PAYABLE ACH			
Wire Transfer - Expenses			\$ 272,027.10
Wire Transfer - Excise Tax			\$ 6,162.76
Wire Transfer - Leasehold Tax			\$ -
Total General Expenses and Construction			\$ 801,016.27

Payroll

Employee Payroll – Draws (Direct Deposit)			\$ -
Voided Payroll Check	004430, 004444		\$ -
Employee Payroll Checks PPD (Direct Dep)	004401	004466	\$ 118,075.40
Wire Transfer – (Payroll Taxes, Retirement, Deferred Comp, L&I, PMFL)			\$ 63,538.03
Total Payroll			\$ 181,613.43
Total General Exp & Payroll			\$ 982,629.70

I, the Port Auditor or Deputy Auditor, do hereby clarify that the claims listed above are true and valid obligations and that appropriate and effective internal controls are in place to ensure that the outstanding obligations have been processed in accordance with the Port of Port Angeles procurement/payment policies and delegation of authority.

Auditor / Deputy Auditor

Commissioner, Connie Beauvais

Commissioner, Steven D. Burke

Commissioner, Colleen McAleer

* Detail is available upon request to Jennifer Baker, Director of Finance & Administration: jenniferb@portofpa.com

MONTHLY REPORT TO THE BOARD OF PORT COMMISSIONERS

February 2025

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, Resolution 24-1290 dated 1.09.2024)

FEBRUARY 2025

TENANT NAME	DOCUMENT	LOCATION	FORM OF SURETY	SQ FEET	TERM	MONTHLY RENT
Angeles Communications, Inc.	Lease Renewal	1402 Fairchild Airport Rd	\$1,687.50 on file	750 SF Workshop	1 year 3.01.25 - 2.28.26	\$600.00
City of Port Angeles Parks & Rec.	Renewal/ Amendment	2602 W 18th St	Waived/Govt	6,407 SF Bldg 169,071 SF Land	1 year 2.01.25- 1.31.26	\$6,899.53
Hurricane Ridge Winter Sports Education Foundation	License	1301 Marine Dr parking lot	None	20' x 20' for running race aid station	(one day) 3.15.2025	No Charge
Fire Chief Equipment Co, Inc.	Lease Renewal	930 Marine Drive	None	600 SF Office	1 Year 3.01.2025- 2.28.2026	\$564.00
Petrocard Inc.	Renewal/ Amendment	801 Boathaven	\$3,433.32 on file	1,683 SF Warehouse	1 Year 3.01.2025 - 2.28.2026	\$1,178.10

PROFESSIONAL & PERSONAL SERVICES
AWARDED BY THE EXECUTIVE DIRECTOR
(In Accordance with Delegation of Authority)
February 2025

CONSULTANT	PROJECT	EST. COST	OTHER CONTRACT PROVISIONS
B.R. Lymangrover Land Surveying, PLLC.	POPA-LEKT Boundary Line Adjustment	\$13,140.00	NA

Consultant Services Selection Summary



Type of Contract: ☐ Personal ☒ Professional ☐ Sole Source ☐ Emergency

Res 24-1290: Executive Director authorization shall not exceed \$50,000. Change orders: original cost and all change orders shall not exceed \$50,000. All closely related contracts shall not exceed \$50,000.

Sole Source personal service contract \$50,000 or more: requires Commission to ensure reasonable costs.

\$50,000 to \$150,000 requires evidence of competitive process

Over \$150,000 formal competitive solicitation; requires RFP/RFQ

Non-Competed requires Commission approval to exempt a contract from a competitive process

1. Project Title	POPA-LEKT Boundary Line Adjustment
2. Consultant	B.R. Lymangrover Land Surveying, PLLC
3. Approved Contract Amount	\$13,140.00
4. SubAccount/GL Account #	21-0-00-C6
5. Budget & Fund Source	2025 Capital Budget under the planning for the IHTF Site Improvements
6. Project Manager	Jesse Waknitz
7. Other Terms: (sales tax)	N/A
8. Closely Related Contracts	N/A
9. Fed Funding Requirement*	N/A

*If federal funding involved, stop and contact Engineering Department for federal requirements. Requires an RFP.

10. Justification

Describe why consultant services are required and why the services cannot be provided by existing staff. Identify if the consultant is a sole source and , if \$50,000 or more, the efforts made to identify potential consultants.

A boundary line adjustment survey is required for the land transfer between the Port and the Lower Elwha Klallam Tribe (LEKT), as outlined in the Memorandum of Agreement under Section 106 of the National Historic Preservation Act for federal grant funding for the Port's IHTF project.

11. Scope of Services

The purpose of this project is to prepare a site map/survey for a boundary line adjustment at the abutting LEKT property and Port property at the western waterfront of Port Angeles Harbor and will include:

1. Documentation - Consultation and communications with Port and City.
2. Research Calculations - Research record documents.
3. Calculations - Calculate parcel boundaries, process data, and check staking.
4. GPS Survey - Establish control, locate, and search for existing Monuments.
5. Control Survey - Locate ponds, existing structures and utilities, lines of occupation, tie existing monuments, set new monuments.
6. Mapping - Prepare preliminary site map for BLA application and prepare final BLA map for recording.
7. Legal Descriptions - Write legal descriptions for new and exchanged parcels.

12. Contract Time

Start Date: February 2025

Completion Date: Dec 31, 2025

E.g. project specific; multiple year; include any options etc. Contract time may exceed the deadline for deliverables. Generally, Personal service contract time should not exceed two years.

The survey will take 1 month to complete, but it may take longer depending on City and Port review times.

13. Explanation of Cost, Work Schedule, and Contingency

Cost of specific project work or contract amount for services per year. Identify any option or contingency. Document why cost is fair and reasonable.

Not applicable

14. Procurement Schedule – Key Milestone Dates

It's not applicable. Per the Port's purchasing policy, this was a direct solicitation as the proposed work is less than \$50k.

15. Authorized Contract Amount and Any Authorized Contingency

The authorized contract amount is \$13,140.00 and can only be exceeded by executing an amendment to the agreement.

Selection Requirements:

16. Evaluation Team Member(s)

Jesse Waknitz – Environmental Manager

17. Proposals Evaluation/Summary

Information regarding proposals received and how they were evaluated by the team. Attach evaluation matrix utilized.

Port staff reviewed the proposal compared to the City BLA survey requirements. The proposal is in line with these requirements

18. Interviews Summary (if conducted)

N/A

19. References Summary

The Port has worked with B.R. Lymangrover Land Surveying, PLLC, multiple times. This survey firm provides excellent work and is a local company with 40+ years of experience as a registered Washington State Land Surveyor.

20. Negotiations Summary

Describe any modifications to the SOW, deliverables or proposed compensation

N/A

21. Selection Summary

Describe which firm was selected based on the criteria.

A proposal was requested from the firm because of the excellent and efficient work they have completed for the Port on past projects.

The selection team members affirm that they do not have a conflict of interest with any of the firms evaluated or key personnel of any of the firms, and that the selection process followed Port Consultant Services Procurement Policy and Procedure

SIGNATURES

Jesse Waknitz 2/3/2025
Selection team member(if needed) date

Selection team member (if needed) date

Selection team member (if needed) date

Chi. [Signature] 2/3/2025
Engineering Director (project manager) date

(Required for public work, professional, and grant funded contracts)

Commission Approval ☐ Required

☒ Not Required

Scheduled Commission Meeting: _____

Monthly Report Date: February 2025

Approved Commission Meeting: _____

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

March 11, 2025

**Subject: PROFESSIONAL SERVICE AGREEMENT – PND ENGINEERS, INC.
WEST BOAT HAVEN MASTER PLAN**

Presenter: Chris Hartman, Director of Engineering

RCW & POLICY REQUIREMENTS

RCW 39.80 requires state, local, and special purpose districts to procure professional services (architectural and engineering services) through a qualification-based selection process. Firms must be selected based only on their qualifications; price cannot be used as a factor. Once selected, the price must be negotiated with the most qualified firm.

Additionally, the Port's Delegation of Administrative Authority, Resolution 24-1290 Section III.A requires professional service contracts over \$50,000 to be awarded by the Commission

BACKGROUND:

On November 21, 2024, the Washington State Community Economic Revitalization Board (CERB) awarded the Port a \$75,000 planning grant. This is supplemented by a \$50,000 Port match approved in the 2025 Capital Budget.

The Port of Port Angeles is undertaking a project to develop a Marina Master Plan for the West Boat Haven Marina. This master plan will include a comprehensive market analysis, preliminary design, and cost estimation services to facilitate the marina's future redevelopment. These initiatives are critical, as the existing floats at West Boat Haven have reached 40 years and are approaching the end of their operational lifespan, necessitating replacement in approximately 5 years. With the evolving needs of marina users and the Port's commitment to fostering economic development, this master plan represents a significant opportunity to reimagine how the West Boat Haven can enhance support for local industries and recreation and contribute to the diversification of the regional economy.

The Port issued a Request for Qualifications (RFQ) on January 22, 2025, with a submission deadline of February 10, 2025. The RFQ outlined the scope of work, including market analysis, development of alternatives, cost estimates, and a feasibility analysis.

The Port received four (4) proposals from Baird, PND Engineers, Inc., Facet, and Edgewater Resources. The Port's review team consisted of Chris Hartman, Director of Engineering; Jenna Riley, Project Manager; Katharine Frazier, Grants and Contracts Manager; and Marty Marchant, Marine Trades Manager. Following the review and scoring of proposals, Baird and PND Engineers, Inc. were shortlisted for interviews.

Each consultant proposal was scored independently by each review team member per the criteria included in the published RFQ. The scoring criteria were initially divided into three criteria:

- | | |
|-----------------------------------|-----------|
| 1. Qualifications and Experience | 50 points |
| 2. Description of Approach | 40 points |
| 3. Capability to Perform Services | 10 points |

When it was decided that interviews were needed to make the final decision, the previous score could be awarded an additional 25 points based on the quality of the interview.

The Port review team selected PND Engineers, Inc. as the most qualified firm for the West Boat Haven Master Plan project. This decision reflects their demonstrated expertise in port development, particularly in master planning for marina rehabilitation and replacement, along with their extensive experience in permitting.

PND Engineers, Inc. has a highly qualified team, including BST Associates (market/economic analysis), MAKERS (outreach and engagement), and Harbor Power Engineers (electrical planning). Together, this team has the needed experience, thoroughly understands the Port's project goals, and has laid a well-thought-out and executable project plan.

ANALYSIS:

Port staff and PND Engineers, Inc. have come to a mutually agreeable proposal that includes the following tasks:

- | | |
|--------|--|
| Task 1 | Initiation and Planning |
| Task 2 | Market Analysis |
| Task 3 | Development of Alternatives and Opinions of Probable Costs |
| Task 4 | Feasibility Analysis |

The estimated project duration for this planning process is eight months.

ENVIRONMENTAL IMPACT:

This is a planning project and will have no direct environmental impacts. The environmental impacts of the future project will be reviewed within the framework of the

required federal, state, and local permits and regulations. PND Engineers, Inc. will outline permitting pathways, necessary approvals, and mitigation strategies to streamline regulatory processes and minimize risks.

FISCAL IMPACT:

The agreement with PND Engineers, Inc. has a total not-to-exceed amount of \$125,000, which aligns with the budget and grant allocations for the West Boat Haven Master Plan project. Below is a high-level breakdown of the costs associated with each task.

Task	Fee
Initiation and Planning	\$ 6,000
Market Analysis	\$ 66,000
Development of Alternatives & Opinion of Probable Costs	\$ 19,000
Feasibility Analysis	\$ 34,000
Total	\$125,000

RECOMMENDED ACTION:

Staff recommends that the Commission authorize the Executive Director to execute a Professional Service Agreement with PND Engineers, Inc. for the “West Boat Haven Master Plan” project, not exceeding One Hundred Twenty-five Thousand Dollars (\$125,000.00).

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

Date: March 11, 2025

SUBJECT: New Lease-Citizen Air

Presented by: Caleb McMahon, Director of Economic Development

RCW & POLICY REQUIREMENTS

Per RCW 53.08.080 Lease of Property, a district may lease all lands, wharves, docks and real and personal property upon such terms as the port commission deems proper. No lease shall be for a period longer than fifty years with option up to an additional thirty years.

Per RCW 53.08.085, security for rent is required for every lease of more than one year. Rent may be secured by rental insurance, bond, or other security satisfactory to the port commission, in an amount equal to one-sixth the total rent, but in no case shall such security be less than one year's rent or more three years' rent. If the security is not maintained the lease shall be considered in default. The port commission may in its discretion waive the rent security requirement or lower the amount of such requirement on the lease of real and/or personal port property.

Per Section I of the Port's Delegation of Administrative Authority to the Executive Director, all term lease agreements or use agreements of real or personal property shall be leased only under an appropriate written lease instrument executed by the Commission. Per Section 1.B.1 Commission Approval is required for any lease with a term in excess of one year and per section 1.B.4 Commission approval is required for any lease that contains any material non-standard terms or conditions.

Background:

Citizen Air has been in the process of acquiring Rite Bros. Aviation. As this process comes to an end Citizen Air would like to receive an assignment of Rite Bros. Aviation Fixed Base Operator Lease and a new Fuel Operations lease.

- A. An Amendment has been drafted to assign the Rite Bros. Aviation Commercial Lease.
- B. A new fuel operations lease has been created for Citizen Air.

A. First Amendment and Assignment of Commercial Lease

Port Area: William Fairchild Airport.

Address: 1402 Fairchild Airport Road, Port Angeles, WA 98363.

Leased Space: 9,704 Square feet, including terminal space and hangars shown in Exhibit A.

Rental Rate: The tenant's current mixed base rent is \$0.32/SF for 9,704 SF of building and hangar space.

Use: The premises shall be used as the business location of Rite Bros. Aviation, Inc., the Fixed Base Operator (FBO) at Fairchild International Airport.

Monthly Payments: Monthly payments of \$3,096

Escalation: The rent will be determined by a fairmarket appraisal prior to renewals..

Commencement Date: Original Commencement Date was March 1, 2018

Term: Original term of 10 years to expire in 2028.

Options to Renew: Three (3) options to renew the term of the lease for 5 years each.

Fiscal Impact of the Agreement: \$37,152 per year

Common Area Maintenance (CAM): \$300 per month

Utilities: Lessee responsibility.

Tenant Improvements: None

Financial Security: Waived

Non-standard terms requiring Commission approval for renewal/amendment: None

Unique Terms and Conditions: The amendment includes a Right of First Opportunity Regarding Airplane Hangar Space.

Other Special Considerations: None

Environmental Impact: None

B. Fueling Operations Lease

Port Area: William Fairchild Airport.

Address: 1402 Fairchild Airport Road, Port Angeles, WA 98363.

Leased Space: 11,700 Square feet of land shown in Exhibit B.

Rental Rate: The tenant's current mixed base rent is \$0.11/SF for 11,700 SF of land.

Flowage Fee: The Fuel Flowage Fee is \$0.06 per gallon during the initial term. The Fuel Flowage Fee shall be adjusted at the beginning of each five-year Renewal Option term as set forth in Section 5.6, but in no case shall the Fuel Flowage Fee be less than \$0.06 per gallon.

Use: Fuel storage, truck parking, and equipment storage, associated with

fueling of Aircraft ("**Fueling Operations**"), and no other purpose without the prior written consent of the Port.

Monthly Payments: Monthly payments of \$1,287

Escalation: The rent will be determined by a fairmarket appraisal prior to renewals..

Commencement Date: April 1, 2025

Term: Approximately 5 years.

Options to Renew: Three (3) options to renew the term of the lease for 5 years each.

Fiscal Impact of the Agreement: \$15,444 per year

Common Area Maintenance (CAM): Any and all cost incurred by the Port with respect to maintenance and upkeep.

Utilities: Lessee responsibility.

Tenant Improvements: None

Financial Security: \$3,900

Non-standard terms requiring Commission approval for renewal/amendment: None

Unique Terms and Conditions:

1. See Paragraph 4.5.3 which addresses the potential of Port buy-back of Lessee's costs of new fuel dispensing equipment and tanks, if Lessee terminates the Lease after the initial five-year term or at the end of any of the three five-year optional renewal terms.

2. Under a Lease Agreement dated May 1, 2005 (the "Old Lease"), Jeff Well and Theresa Powel are the lessees, and the Port of Port Angeles is the lessor, of certain premises at the Airport. The fixed term of the Old Lease expired some time ago, and the Old Lease is now on a month-to-month term. The month-to-month term of the Old Lease shall be deemed to end on the day prior to the Commencement Date of this Lease.

Other Special Considerations: None

Environmental Impact: None

RECOMMENDED ACTION:

On a motion and second, Staff recommends the Commission authorize the Executive Director to sign the Lease Amendment and Lease Agreement on the behalf of the Port for the Citizen Air organization as Fixed Base Operator.

Exhibit A



Exhibit B

Commercial Lease – Rite Bros. Aviation, Inc.
25



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

Date: March 11, 2025

SUBJECT: Atlas Tower

Presented by: Caleb McMahon, Director of Economic Development

RCW & POLICY REQUIREMENTS

Per RCW 53.08.080 Lease of Property, a district may lease all lands, wharves, docks and real and personal property upon such terms as the port commission deems proper. No lease shall be for a period longer than fifty years with option up to an additional thirty years.

Per RCW 53.08.085, security for rent is required for every lease of more than one year. Rent may be secured by rental insurance, bond, or other security satisfactory to the port commission, in an amount equal to one-sixth the total rent, but in no case shall such security be less than one year's rent or more three years' rent. If the security is not maintained the lease shall be considered in default. The port commission may in its discretion waive the rent security requirement or lower the amount of such requirement on the lease of real and/or personal port property.

Per Section I of the Port's Delegation of Administrative Authority to the Executive Director, all term lease agreements or use agreements of real or personal property shall be leased only under an appropriate written lease instrument executed by the Commission. Per Section 1.B.1 Commission Approval is required for any lease with a term in excess of one year and per section 1.B.4 Commission approval is required for any lease that contains any material non-standard terms or conditions.

Background:

Atlas Tower contacted the Port regarding the feasibility of locating a cellular tower on the northern portion of the Port's Airport Industrial Park property. After consulting with engineering and the City of Port Angeles, the project was found to be feasible. Furthermore, a satisfactory price was agreed upon as well as the use of the Port's standard lease template.

Commercial Ground lease

Port Area: William Fairchild Airport.

Address: Approximately 2600 West 18th Street

Leased Space: 2500 Square feet of unimproved land

Rental Rate: \$.16 Per square foot/per month

Use: Develop, maintain, and lease a wireless communication facility

Monthly Payments: Monthly payments of \$400

Escalation: 2% annual exscalation

Commencement Date: April 1, 2025

Term: Original term of 30 years.

Options to Renew: Two (2) options to renew the term of the lease for 5 years each.

Fiscal Impact of the Agreement:

Per year: \$4,800

\$120,000.00 Upon completion of tower

\$350.00 per month per additional carrier

Common Area Maintenance (CAM): N/A

Utilities: Lessee responsibility.

Tenant Improvements: None

Financial Security: Three months+\$1200

Non-standard terms requiring Commission approval for renewal/amendment: None

Unique Terms and Conditions: None

Other Special Considerations: None

Environmental Impact: None

Exhibit A



COMMERCIAL GROUND LEASE

THIS COMMERCIAL GROUND LEASE (the “**Lease**”) is made and entered into as of the date last written below, by and between the **PORT OF PORT ANGELES**, a Washington municipal corporation (the “**Port**”), and **Atlas Tower** a Washington Corporation (“**Lessee**”) (individually “**Party**” and collectively “**Parties**”).

ARTICLE I Summary of Lease Terms and Definitions

The Port: Port of Port Angeles
338 W First St.
Port Angeles, WA 98362

Lessee: Atlas Tower 1, LLC
2500 30th st, STE 304
Boulder, CO 80301

Premises: 2500 square feet of unimproved land located , Port Angeles, Washington as depicted in the Map of Premises attached to this Lease as **Exhibit A**.

Lessee-owned Improvements:

As of the Commencement Date as defined herein, the following fixtures and improvements are owned by Lessee and are not part of this Lease: None

Initials: _____
Port Lessee

Use of Premises: Develop, maintain, and lease a wireless communication facility

Benefit to the Public: Improved cellular network

Commencement Date: April 1, 2025

Term: 30 years and two (2) renewals for five (5) years, for a total of forty (40) years.

All Land Leases shall not exceed an original term of 30 years and two (2) renewals for five (5) years, for a total of forty (40) years.

Extensions: Two (2) one-year extensions.

[X] Requires Port consent, at Port’s sole discretion

Base Rent:

\$400.00/ month

\$120,000.00 buydown

2.0% annual escalation

\$350.00 per month per additional carrier

ARTICLE II

Premises, Term, Renewals

2.1 **PREMISES**: In consideration of the rents hereinafter reserved and of the covenants and conditions set forth herein to be performed by Lessee, the Port does hereby lease the Premises to Lessee.

2.2 **TERM**: The term of this Lease shall be for Thirty (30) years beginning April 1, 2025, through March 31, 2055. If Lessee takes possession of the Premises before the Commencement Date, Lessee shall pay the pro rata rent for the period prior to commencement of the Lease term.

2.3 **RENEWAL**: Subject to the terms and conditions herein, at Port consent, Lessee may renew this Lease for two (2) consecutive (5) five-year periods by giving written notice of such intention to the Port at least ninety days (90) days prior to the expiration of the term of this Lease or any renewal thereof. It is a condition precedent to Lease Renewal that the Lessee be in good standing at the time of renewal and that Lessee is not in default under the terms of this Lease or any other lease or agreement with the Port. The terms and conditions of any renewal shall be generally the same as set forth in this Lease, provided however rent shall be recalculated as provided herein and the terms of this Lease shall be updated to be consistent with the terms and conditions of the existing Port's Commercial Lease Agreement. All lease extensions and renewals shall be at the sole discretion of the Port unless previously authorized by the Commission. At the time of renewal, extension, exercising option, etc. the Lease will be reevaluated and brought up to fair market value.

Lessee's right of renewal is likewise subject to and contingent upon the Port's acceptance of Lessee's renewal notice, which the Port may withhold in its sole discretion. Should the Port decline to accept Lessee's renewal notice, this Lease will terminate upon the expiration of the then-existing term.

ARTICLE III

Rent, Rental Adjustment

3.1 **RENT**: The term "**Rent**" as used herein includes Base Rent, CAM Expenses (if any), applicable Washington State leasehold excise tax, and other fees and charges assessed herein. Base Rent and Washington State leasehold excise tax shall be paid without the requirement that the Port provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense or abatement. Any other fees and charges which may be assessed by the Port herein, the Port shall first provide written notice thereof, and Lessee shall pay such fees and/or charges within thirty (30) days of receipt of such written notice without any counterclaim, setoff, deduction, defense or abatement.

3.1.1 If Lessee fails to pay the required Rent as by this Lease, the Port shall charge late fees as outlined below. An administrative fee of \$25 will be charged for each month a late or finance fee is charged:

3.1.1.1. 30 days nonpayment = late fee is charged. At the first of month after 30 days late: Late fee is 2% or \$100, whichever is greater, of total outstanding Rent, leasehold tax ("LHT"), utilities and charges billed.

3.1.1.2 60 days nonpayment = late fee is charged. At the first of month after 60 days late: Late fee is 5% or \$300, whichever is greater, of outstanding Rent, LHT, utilities, and charges billed. Eviction process will be initiated.

3.1.1.3 90 days nonpayment = late fee of 8% or \$700 whichever is greater, of outstanding Rent, LHT, utilities, and charges billed and eviction will be enforced.

3.1.2 **Base Rent Adjustment:** The Base Rent shall be adjusted each January for years 1-4 to compensate for the effect of inflation on the rental rate. A thirty-day written notice will be given in November to the Lessee that Consumer Price Index adjustments will take place on the following January 1st. Upon the provision of such notice, the Base Rent rate shall be automatically adjusted every January to reflect the percentage change in the Consumer Price Index for All Items in West - Size Class B/C, All Urban Consumers, as issued by the U.S. Department of Labor, Bureau of Labor Statistics, or the closest comparable index if the above index is no longer published ("**CPI Increase**"). Effective January of year 5, and every fifth anniversary thereafter, the Base Rent shall be adjusted in order to compensate for changes in market conditions as determined by an independent appraisal. The Base Rent shall be equal to the fair market value as established by that appraisal ("**FMV Rent Rate**"). If that FMV Rent Rate is less than the Base Rent then in effect, then such existing Base Rent shall not be reduced but shall remain flat for the following five (5) years, together with the CPI Increases

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3.3 **ABATED RENT.** If this Lease provides for a postponement of any monthly rental payments or other rent concession, such postponed rent is called the "**Abated Rent.**" Lessee shall be credited with having paid all of the Abated Rent on the expiration of the term of this Lease only if Lessee has fully, faithfully and punctually performed all of Lessee's obligations hereunder, including the payment of all Rent, including, if applicable, Abated Rent, and all other monetary obligations and the surrender of the Premises in the condition required by this Lease. If Lessee defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case, Abated Rent shall be calculated based on the full initial rent payable under this Lease, plus interest thereon at the rate of twelve percent (12%) per annum from date each monthly rental payment was postponed.

3.4 **LEASEHOLD AND OTHER TAXES.** Lessee shall be liable for, and shall pay throughout the term of this Lease, all license fees and excise and occupation taxes covering the business conducted on the Premises and all taxes on property of Lessee on the Premises and any taxes on the leasehold interest created by this Lease, whether imposed on Lessee or on the Port. Lessee shall also pay, or reimburse the Port for all taxes, other than any net income taxes payable

by the Port, including ad valorem taxes or taxes levied in lieu of an ad valorem tax or tax on the leasehold interest created by this Lease and/or measured by the rent payments hereunder. With respect to any such taxes payable by the Port which are measured by the rent payments hereunder, Lessee shall pay to the Port with each rent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Lessee shall be payable by Lessee to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved: provided, that Lessee shall be entitled to a minimum of ten (10) days written notice of the amounts payable by it.

ARTICLE IV

Use of Premises, Condition of Property, Improvements, Removal of Property, Maintenance, and Utilities

4.1 **LESSEE'S USE OF THE PREMISES:** Lessee shall only conduct the following activity on the Premises: __Develop, maintain, and lease a wireless communication facility__ (the “**Authorized Use**”) and such additional uses incidental or otherwise related to such Authorized Use.

4.1.1 Lessee shall be in default under this Lease if it: (i) ceases conducting the Authorized Use for any period of time exceeding one hundred twenty (120) consecutive days; or (ii) conducts any other business or activity on the Premises without first obtaining a validly executed lease modification. In conducting the Authorized Use, Lessee shall properly and fairly serve the public, providing reasonable hours of operation, and reasonably suitable service.

4.1.2 Notwithstanding the foregoing described use, the Premises shall not be used to store, distribute or otherwise handle flammable, dangerous or hazardous materials, excepting only those necessary to conduct the Authorized Use. At the request of the Port, Lessee shall provide a list of all flammable, dangerous or hazardous materials stored or used on the Premises.

4.2 **ACCEPTANCE OF PREMISES:** Lessee accepts the Premises, including all existing improvements thereon, "as is" without further maintenance liability on the part of the Port, except as otherwise specifically noted herein. Lessee is not relying on any representations of the Port as to condition, suitability, zoning restrictions or usability, except the Port's right to grant a lease of the Premises.

4.3 **CONSTRUCTION OF TENANT IMPROVEMENTS:** Lessee shall abide by the following terms with regard to making any tenant improvements on the Premises (“**Tenant Improvements**”):

4.3.1 Subject to obtaining the Port's written approval, Lessee may make and install, at its own expense, such Tenant Improvements as are normal and customary in connection with the Authorized Use set forth herein. Lessee's contractor, if any, shall be subject to the Port's approval, not unreasonably withheld. The Port reserves the right to condition its approval upon Lessee providing payment and/or performance bonds satisfactory to the Port. Lessee shall submit plans to and obtain written approval from the Port before commencing any Tenant Improvements. The Port shall have a reasonable period of time to review such plans prior to issuing a decision. Upon the provision of written notice to Lessee that the Port's review of plans will require extraordinary

staff review time, the Port may charge Lessee a reasonable pre-established fee for staff, consultant or attorney time required to review the plans. All Tenant Improvements which are to be designated fixtures shall be so designated by the Port upon the Port's approval of the plans for such improvements. Unless otherwise agreed, all improvements by Lessee shall conform to the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq. (the "ADA").

4.3.2. Return on Investment. All Tenant Improvements completed by the Port at its expense will require a return on investment of not less than the Port's expense paid by the Lessee receiving the benefit from said Tenant Improvement.

4.3.3. A payback schedule for the Tenant Improvement costs will be determined by the Port on a case-by-case basis.

4.3.4. All Tenant Improvements will have a scheduled return on investment until the Port's expense and overhead associated with the Tenant Improvement is reimbursed by Lessee.

4.3.5 **Unauthorized Improvements:** Any Tenant Improvements made on the Premises without the Port's prior written consent or which are not in conformance with the plans submitted to and approved by the Port ("**Unauthorized Improvements**") shall be subject to removal by Lessee upon sixty (60) days' written notice from the Port.

4.4 **TITLE TO TENANT IMPROVEMENTS AND PERSONAL PROPERTY AT END OF LEASE:** Except as otherwise provided in the description of the Premises in Article I above, as of the Commencement Date, all existing structures, buildings, installations, and improvements of any kind located on the Premises are owned by and title thereto is vested in the Port. Prior to the conclusion of the Lease, at the Port's option, Lessee shall remove the following from the Premises:

- a. All equipment;
- b. All personal property;
- c. All Tenant Improvements not designated as fixtures; and
- d. All Lessee Improvements not designated as fixtures in Article I above or pursuant to Section 4.3.1 above.

Initials:

Port

Lessee

4.4.1 If any of the foregoing items are not removed from the Premises by the conclusion of the Lease or when the Port has the right of re-entry, then the Port may, at its sole option, elect any or all of the following remedies:

a. Upon the expiration of thirty (30) days' written notice to Lessee that equipment, personal property and/or Tenant Improvements remaining on the Premises will be removed therefrom, the Port may remove any or all of the items and to dispose of them without liability to Lessee. The Port shall not be required to mitigate its damages, to dispose of the items in a commercially reasonable manner, or to make any effort whatsoever to obtain payment for such items. Lessee agrees to pay the Port's costs and damages associated with Lessee's failure to remove such items, including, but not limited to, the following: storage, demolition, removal, transportation and lost rent (collectively "**Disposal Costs**"); provided, however, that any net proceeds recovered by the Port in excess of its Disposal Costs will be deducted from Lessee's financial obligation set forth herein. Lessee's financial obligations herein shall survive the termination of this Lease.

b. To have the title to any or all of such items revert to the Port.

c. To commence suit against Lessee for damages or for specific performance.

4.4.2 During any period of time employed by Lessee under this Section to remove structures, buildings, installations, improvements, machines, appliances, equipment and trade fixtures, Lessee shall continue to pay a rent due and all other fees or expenses due and owing to the Port in accordance with this Lease on a prorated daily basis.

4.4.3 The foregoing remedies are cumulative, and the Port shall not be required to elect its remedies.

4.5 **MAINTENANCE OF PREMISES:** Maintenance and repair of the Premises and all improvements thereon are the sole responsibility of Lessee. Without limiting the generality of the foregoing, Lessee shall maintain the Premises in good condition including, without limitation, repairing damage caused by Lessee, its employees, agents, licensees, invitees or anyone on the Premises as a result of Lessee's activities. The Port and Lessee specifically acknowledge and agree that the Port has no responsibility to maintain, repair or replace the Lessee-owned Improvements described in Article I above.

4.6 **UTILITIES AND SERVICES:** Lessee shall be liable for and shall pay throughout the term of this Lease all charges for all utility services furnished to the Premises, including but not limited to, light, heat, gas, janitorial services, garbage, disposal, security, electricity, water, stormwater and sewerage, including any connection fees and any fire protection, police protection, or emergency health services as furnished by local authorities and as may be the subject of a contract between the Port and such local authorities or as imposed by ordinance or statute. The Lessee will ensure all utility services are transferred to their name upon commencement of this agreement. If the Premises are part of a building or part of any larger Premises to which any utility services are furnished on a consolidated or joint basis, Lessee agrees to pay to the Port Lessee's pro-rata share of the cost of any such utility services. Lessee's pro-rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required. At the conclusion of this Lease, Lessee shall arrange for such utility services to be terminated and for the final bill to be sent to Lessee. Lessee shall be liable for all utility charges that accrue if it fails to so terminate services.

4.7 **COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:**

4.7.1 Lessee agrees to take reasonable action to comply with all applicable rules and regulations of the Port pertaining to the Premises now in existence or hereafter promulgated for the general safety and convenience of the Port, its various lessees, invitees, licensees and the general public upon receipt of notice of the adoption of such regulations.

4.7.2 Lessee agrees to comply with all applicable federal, state and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters. Any fees for any inspection of the Premises during the Lease term by any federal, state or municipal officer related to Lessee use and occupancy of the Premises and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

ARTICLE V

Insurance and Financial Security

5.1 **CASUALTY LOSS OF LESSEE:** The parties hereto agree that the Port shall not be responsible to Lessee for any property loss or damage done to Lessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be Lessee's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Port, Lessee, third party, or act of nature.

5.2 **INSURANCE:**

5.2.1 **Liability:** Lessee shall procure and maintain during the term of this Lease and any extensions or renewals of this Lease a comprehensive general liability policy covering on an occurrence basis all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of Lessee's operations. This policy shall also include contractual liability coverage for all indemnities provided under this Lease. Limit per occurrence shall not be less than \$1,000,000, or the equivalent. General aggregate limit shall not be less than \$2,000,000, when applicable (and will be endorsed to apply separately to each site or location.) Limit per claim and in the aggregate shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to the Port.

5.2.2 **Property Insurance.** At all times during the term of this Lease, Lessee shall maintain in effect on Lessee-owned improvements fire and extended coverage property insurance for physical loss and damage *excluding* earthquake and flood insurance. Such policy or policies shall be written in the form of replacement cost insurance in an amount not less than 100% of the full replacement cost of Lessee's improvements thereon, which amount shall be adjusted not less frequently than annually.

AND/OR

5.2.2 **Property:** Lessee shall procure and maintain during the term of this Lease and any extensions or renewals of this Lease fire and extended coverage property insurance for physical

loss and damage, written on an “all risks” basis *excluding* earthquake and flood insurance, to the Leased Premises and to all Lessee-owned improvements, with the Port named as a loss payee. Such policy or policies shall be written in the form of replacement cost insurance in an amount not less than 100% of the full replacement value, which amount shall be adjusted not less frequently than annually. The proceeds of such insurance in case of loss or damage shall be first applied on account of the obligation of the Port to repair and/or rebuild the Leased Premises to the extent that such proceeds are required for such purpose. Lessee shall also procure and maintain during the term of this Lease and any extensions or renewals of this Lease business interruption insurance by which Rent will be paid to the Port for a period of up to one (1) year if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of fire and extended coverage property insurance, with vandalism and malicious mischief endorsements.

5.2.3 Workers’ Compensation; Employer’s Liability/Stop Gap: If Lessee has employees, Lessee shall obtain, at Lessee’s expense, and keep in effect during the term of this Lease and any renewals or extensions of this Lease, Workers’ Compensation as required by the State of Washington, with statutory limits, and Employer’s Liability/Stop Gap Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

5.2.4 Pollution Legal Liability and Remediation: Lessee shall procure and maintain during the term of this Lease and any extensions or renewals of this Lease, Pollution Legal Liability and Remediation insurance for all operations, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations. Lessee shall maintain this coverage for a minimum of five (5) years after the expiration or earlier termination of this Lease.

5.2.5 Excess Liability/Umbrella Coverage: Lessee shall obtain, at Lessee’s expense, and keep in effect during the term of this Lease and any extension or renewal of this Lease, Umbrella Liability Insurance providing excess coverage over primary liability coverages, including Employer’s Liability, of not less than \$4,000,000.

5.2.6 Verification of Coverage: For each insurance policy required herein, Lessee shall provide to the Port, prior to Lessee’s occupancy of the Premises, original certificates of insurance, all required amendatory endorsements establishing coverage required under this Lease, a copy of each policy declarations and endorsements page, and complete copies of each policy. Provided, the Port’s failure to obtain the required documents prior to Lessee’s occupancy shall not be deemed a waiver of Lessee’s obligation to provide them. Receipt of such certificate or policy by the Port does not constitute approval by the Port of the terms of such policy.

5.2.7 Additional Insured; Primary Coverage; Non-Contributory: Each insurance policy required herein shall name the Port, and only the Port, as an additional insured. For any claims related to this Lease, Lessee’s insurance coverage shall be primary insurance coverage as to the Port. Any insurance or self-insurance maintained by the Port shall be excess of Lessee’s insurance and shall not contribute with it.

5.2.8 **Changes in Coverage Requirements:** The Port reserves the right to modify any insurance requirements set forth herein, including limits, at the same time as revaluation of the annual Rent, as a condition of approval of assignment or sublease of this Lease, upon any breach of the environmental liability provision herein, upon a material change in the condition of any improvements, upon a change in the Authorized Use, or under other special circumstances as determined by the Port. Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes are required by the Port.

5.2.9 **Substitute Coverage:** If Lessee fails to procure and maintain any insurance required herein, the Port shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums, chargeable to Lessee. Lessee shall pay to the Port upon demand the full amount paid by the Port.

5.2.10 **Negligence of Lessee:** Each insurance policy required herein shall expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Lessee which might otherwise result in a forfeiture of said insurance.

5.2.11 **Self-Insured Retentions:** If Lessee is self-insured, self-insured retentions must be declared to and approved by the Port. At the Port's option, either (i) Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Port; or (ii) Lessee shall provide a financial guarantee satisfactory to the Port guaranteeing payment of losses and related investigation, claim administration and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Port.

5.2.12 **Acceptability of Insurers:** All insurance required herein shall be placed with insurers authorized to conduct business in the state of Washington with a current A.M. Best's rating of no less than A-VII, unless otherwise specifically authorized by the Port.

5.2.13 **Notice of Cancellation:** Each insurance policy required herein shall expressly provide that coverage shall not be canceled or changed except with prior written notice to the Port of no less than thirty (30) days. Lessee shall provide the Port with any revised endorsements, policy declarations and endorsements pages, and policies as soon as practicable after any changes are made to any policy.

THE FOLLOWING SECTIONS (5.2.__) ARE PROVIDED FOR INCLUSION GIVEN THE APPROPRIATE SITUATION.

5.2.__ **Airport General Liability:** Lessee shall procure and maintain during the term of this Lease Airport General Liability Insurance on an occurrence basis. This insurance shall include personal injury and property damage liability coverage, contractual liability coverage for all indemnities provided under this Lease, and fuel storage and self-fueling operations liability. Limit per occurrence shall not be less than \$5,000,000. The general aggregate limit shall not be less than \$7,000,000 when applicable. Limit per claim and in the aggregate shall not be less than \$5,000,000. The annual aggregate limit shall not be less than \$7,000,000.

5.2. **Aircraft Liability:** Lessee shall procure and maintain during the term of this Lease Aircraft Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, and no less than \$1,000,000 per seat for passenger liability.

5.2. **Hangar Keeper's:** Lessee shall procure and maintain during the term of this Lease Hangar Keeper's Insurance in an amount not less than \$1,000,000 combined single limit for each aircraft.

5.2. **Marine General Liability:** [To be used in place of Liability Insurance under 5.2.1.] Lessee shall procure and maintain during the term of this Lease and any extensions or renewals of this Lease Marine General Liability insurance covering on an occurrence basis all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of Lessee's operations. This policy shall also include coverage for Contractual Liability, Products/Completed Operations, Sudden and Accidental Pollution, and Marina Operators Legal Liability. Limit per occurrence shall not be less than \$2,000,000, or the equivalent. General aggregate limit shall not be less than \$4,000,000, when applicable. Limit per claim and in the aggregate shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$4,000,000. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to the Port.

5.2. **Protection and Indemnity:** Lessee shall procure and maintain during the term of this Lease and any extensions or renewals of this Lease Protection and Indemnity Insurance, in an amount not less than \$1,000,000, and Hull and Machinery Coverage, for any vessel owned by Lessee.

5.2. **Automobile Liability:** Lessee shall procure and maintain an Automobile Liability policy covering all owned, not-owned and hired automobiles. The limits of liability shall be not less than \$1,000,000.00. The foregoing insurance policy shall name the Port as an additional insured.

5.3 **WAIVER OF SUBROGATION:** The Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts including any extended coverage endorsements thereto provided that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Port or Lessee. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.

5.4 **FINANCIAL SECURITY:**

5.4.1 In compliance with the requirements of RCW 53.08.085 (as presently codified or hereafter amended) and other laws of the State of Washington, Lessee agrees it will secure its performance of the rental portion of this Lease by procuring and maintaining, during the term of this Lease, a corporate surety bond, or by providing other financial security satisfactory to the Port (the "**Bond**"), in an amount totaling:

- ☐ Three months of Rent.
 - ☐ Not less than One-Hundred percent (100%) of the sum of annual Rent.
 - ☐ Other:
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-

5.4.2 The Bond shall be in a form and issued by a surety company acceptable to the Port and shall comply with the requirements of Washington law. Lessee shall obtain such Bond and forward evidence thereof to the Port within thirty (30) days of execution of this Lease, but in no event later than the Commencement Date of this Lease. Failure to comply with this requirement shall be grounds for termination of this Lease without notice by the Port. Such Bond shall be kept always in effect during the term of this Lease. Failure to comply with this requirement shall render Lessee in default. The Bond shall be increased annually to reflect any adjustments in annual Rent. No future amendment or extension to this Lease shall be effective until the Port, surety or insurer has given its consent thereto and the amount of the Bond has been adjusted as required.

5.4.3 Upon any default by Lessee in its obligations under this Lease and Lessee's failure to cure such default in accordance with its rights to do so under this Lease, the Port may collect on the Bond to offset the liability of Lessee to the Port. Collection on the Bond shall not relieve Lessee of liability for any amounts not offset by the amount collected under the Bond, shall not limit any of the Port's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default. Lessee shall have from the time of receipt of notice of an event of default no less than 10 days to cure any monetary issues and lessee shall have from the time of receipt of notice of an event of default no less than 30 days to cure any non-monetary issues.

5.4.4 Any Bond may provide for termination on the anniversary date thereof upon not less than one (1) year's written notice to the Port if the Lease is not in default at the time of said notice. In the event of any such termination, Lessee shall obtain a new Bond or other security, also subject to the Port approval, to replace the security being so terminated to be effective on or before the date of termination.

5.4.5 If the Port Commission exercises its discretion pursuant to RCW 53.08.085 to reduce or waive Lessee's Bond requirement under this Lease, the Port may at any time make a determination that changes in the material circumstances related to Lessee no longer support such reduction or waiver, and thereafter increase Lessee's Bond requirement up to that required by RCW 53.08.085.

ARTICLE VI

Environmental Liability

6.1 **ENVIRONMENTAL INDEMNIFICATION:** Lessee shall defend (with legal counsel suitable to the Port), indemnify and hold the Port harmless from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances on the Premises caused in whole or in part by the activity of Lessee, its agents, or subtenants during any period of time that

Lessee has occupied all or a portion of the Premises during the term of this Lease or any previous lease or agreement. The term “Hazardous Substances” as used herein shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1257 et seq.; the Clean Air Act, 42 USC Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxic Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated there under.

6.1.1 Lessee’s defense and indemnity obligations under this article are unconditional, shall not be discharged or satisfied by the Port’s re-entry of the Premises or exercise of any other remedy for Lessee’s default under this Lease, shall continue in effect after any assignment or sublease of this Lease, and shall continue in effect after the expiration or earlier termination of this Lease.

6.1.2 Although Lessee shall not be liable for any Hazardous Substances that existed on the Premises prior to commencement of its leasehold relationship with the Port (whether by this Lease or any prior lease agreements), Lessee shall be responsible for the costs of any environmental investigations or remediation arising from any development or use of the Premises by Lessee, and Lessee hereby releases the Port from any contribution claim for those costs. By way of example only, if Lessee excavates soil on the Premises which contains Hazardous Substances, then Lessee will be responsible for the cost associated with disposing of those disturbed soils.

6.2 **CURRENT CONDITIONS AND DUTY OF LESSEE:** The Port makes no representation about the condition of the Premises. Hazardous Substances may exist in, on, under or above the Premises. Lessee should, but is not required to, conduct environmental assessments or investigations of the Premises prior to or during this Lease to determine the existence, scope and location of any Hazardous Substances. If there are any Hazardous Substances in, on, under or above the Premises as of the Commencement Date, Lessee shall exercise the utmost care with respect to the Hazardous Substances, the foreseeable acts or omissions of third parties affecting the Hazardous Substances, and the foreseeable consequences of those acts or omissions.

6.2.1 Prior to conducting any environmental investigation of the subsurface of the Premises, Lessee shall provide prior written notice to the Port. Lessee shall provide the Port with the results of all such investigations.

6.3 **NOTIFICATION AND REPORTING:** Lessee shall immediately notify the Port if Lessee becomes aware of any of the following:

a. A release or threatened release of Hazardous Substances in, on under or above the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises;

b. Any problem or liability related to or derived from the presence of any Hazardous Substance in, on under or above the Premises, any adjoining property or any other property subject to use by Lessee in conjunction with its use of the Premises;

c. Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances with respect to the Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Premises; or

d. Any lien or action with respect to any of the foregoing.

6.3.1 Lessee shall, at the Port's request, provide the Port with copies of any and all reports, studies or audits which pertain to environmental issues or concerns and to the Premises, and which are or were prepared by or for Lessee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development permit.

6.3.2 Upon expiration or sooner termination of this Lease, Lessee shall remove from the Premises any soils or other media impacted by Hazardous Substances where such materials were deposited on the Premises by Lessee or its employees, representatives or agents. Any failure to complete such removal by the expiration or sooner termination of this Lease, and upon the expiration of thirty (30) days' notice that such materials remain on the Premises, Lessee shall be deemed a holding over by Lessee subject to the provision of Section 7.21 (HOLDING OVER). Lessee shall represent and warrant that, upon termination of the Lease, all Hazardous Substances that Lessee is required to remove from the Premises pursuant to this subsection have been removed from the Premises.

ARTICLE VII

Miscellaneous Provisions

7.1 **LESSEE WILL OBTAIN PERMITS:** Lessee agrees to obtain and comply with all necessary permits for any Authorized Use or leasehold improvement. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all resulting costs incurred by the Port, including actual attorneys' fees. In this way, Lessee agrees to be solely responsible for all damages, costs and expenses incurred as a result of Lessee's failure to fully comply with any necessary permit process and requirements.

7.2 **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and charges whatsoever. Lessee shall not allow any mechanics' and materialmen's or other liens to be placed upon the Premises. If such a lien is placed or recorded, Lessee shall cause it to be discharged of record, at its own expense, within thirty (30) days of the Port's demand. Failure to comply with the Port's demand within thirty (30) days shall be a default under the terms of this Lease. Notwithstanding the foregoing, the Port acknowledges that Lessee may use its Tenant Improvements as security for a loan, and the Port agrees to reasonably cooperate with Lessee and its creditor(s) to allow such creditor(s) to obtain such security.

7.3 **INDEMNIFICATION AND HOLD HARMLESS:** The Port, its employees and/or agents shall not be liable for any injury (including death) to any persons or for damage to any

property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others as a result of any condition (including existing or future defects in the Premises) or occurrence whatsoever related in any way to the Premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the Premises and of the areas adjacent thereto. Lessee agrees to defend and to hold and save the Port (including its commissioners, employees and/or agents) harmless from all liability or expense (including attorneys' fees, costs and all other expenses of litigation) in connection with any such items of actual or alleged injury or damage. Lessee specifically agrees that any bond or other security provided pursuant to any provisions of this Lease shall extend to the indemnity agreed to herein. Lessee acknowledges that it expressly and specifically waives immunity under the industrial insurance statute of the state of Washington, Title 51 RCW, for purposes of this indemnification provision and further acknowledges that this waiver was mutually negotiated by the parties.

7.4 **LAWS AND REGULATIONS:** Lessee agrees to conform to and abide by all applicable rules, codes, laws, regulations and Port policies in connection with its use of the Premises and the construction of improvements and operation of Lessee's business thereon and not to permit said Premises to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority.

7.4.1 Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all State and Federal environmental laws and regulations.

7.5 **WASTE AND REFUSE:** Lessee agrees not to allow conditions of waste and refuse to exist on the Premises and to keep the Premises in a neat, clean and orderly condition and to be responsible for all damages caused to the Premises by Lessee, its agents, or any third party on the Premises.

7.6 **DAMAGE AND DESTRUCTION:**

7.6.1 Except as otherwise stated herein, should the Premises be partially damaged by fire or other casualty, or rendered partially unfit for use by reason of fire or other casualty, the Premises shall be repaired with due diligence by the Port, and in the meantime the Rent (as defined in Section 3.1 above) shall be abated in the same proportion that the untenable portion of the Premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs. Lessee shall cooperate fully in obtaining and making available proceeds of insurance provided by Lessee in furtherance of such repairs.

7.6.2 If any building or improvement erected by Lessee on the Premises or any part thereof shall be damaged or destroyed by fire or other casualty during the term of this Lease, Lessee may, at its option and at its sole cost and expense, repair or restore the same according to the original plans thereof or according to such modified plans as shall be previously approved in writing by the Port. Lessee shall provide the Port notice of its intention to repair or restore the Premises within sixty (60) days after the damage or loss occurs. Such work of repair or restoration shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed with due diligence but not longer than one (1) year, if possible, or as soon thereafter as is reasonably possible after such work is commenced, and such work shall be otherwise done in accordance with the requirements of the provisions hereof pertaining to the

construction of improvements upon the Premises. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration, or if Lessee elects not to repair or restore, to the cost of removing, demolishing, or clearing off the building or improvements. If (i) there are not insurance proceeds, or (ii) the same shall be insufficient for said purpose, Lessee shall make up the deficiency out of its own funds. Should Lessee fail or refuse to make the repair, restoration or removal as hereinabove provided, then in such event said failure or refusal shall constitute a default under the covenants and conditions hereof, and all insurance proceeds so collected shall be forthwith paid over to and be retained by the Port on its own account, and the Port may, but shall not be required to, sue and apply the same for and to the repair, restoration or removal of said improvements, and the Port may, at its option, terminate this Lease as elsewhere provided herein.

7.6.3 Except as otherwise stated herein, should the Premises be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the Premises are rendered wholly unfit for their accustomed uses, the Port shall have the option to terminate this Lease on thirty (30) days' notice, effective as of any date not more than thirty (30) days after the occurrence. In the event that this Section shall become applicable, the Port shall advise Lessee within thirty (30) days after the happening of any such damage whether the Port has elected to continue the Lease in effect or to terminate it. If the Port shall elect to continue this Lease, it shall commence and prosecute with due diligence any work necessary to restore or repair the Premises. If the Port shall fail to notify Lessee of its election within said thirty (30) day period, the Port shall be deemed to have elected to terminate this Lease, and the Lease shall automatically terminate thirty (30) days after the occurrence of the damage. For the period from the occurrence of the damage to the Premises as described in this Section to the date of completion of the repairs to the Premises (or to the date of termination of the Lease if the Port shall elect not to restore the Premises), Rent due hereunder shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof.

7.7 **SIGNS**: Lessee may place in or upon the Premises only such signs as are related to the Authorized Use of the Premises, PROVIDED that Lessee shall first obtain Port's written consent as to size, location, materials, method of attachment, and appearance. Lessee shall install any approved signs at Lessee's sole expense and in compliance with all applicable laws, ordinances, rules and regulations. Lessee shall not damage or deface the Premises in installing or removing signs and shall repair any damage to the Premises caused by such installation or removal.

7.8 **ATTORNEYS' FEES AND COURT COSTS**: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

7.9 **ASSIGNMENT OF LEASE**: Lessee shall not assign, rent or sublease any portions of this Lease or any extension thereof, without the prior written consent of the Port, which consent shall not be unreasonably withheld, and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings. Otherwise, the rights and obligations hereof shall extend to and be binding upon their respective successors, representatives and assigns, as the case may be. Lessee shall furnish the Port with copies of all such proposed assignment, sublease or rental documents. For the purposes of this Lease, any

change of ownership including sale, liquidation or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment. Should the Port consent to an assignment made by Lessee for the purposes of obtaining a loan or other consideration from a third party, then the Port's consent shall be made in accordance with the consent to assignment document used by the Port for these specific assignments. A copy of this consent form shall be provided by the Port upon request of Lessee.

7.9.1 If the Port refuses to consent to an assignment, Lessee's sole remedy shall be the right to bring a declaratory action to determine whether the Port was entitled to refuse such assignment under the terms of this Lease.

7.9.2 No consent by the Port to any assignment or sublease shall be a waiver of the requirement to obtain such consent with respect to any other or later assignment or sublease. Acceptance of Rent or other performance by the Port following an assignment or sublease, whether or not the Port has knowledge of such assignment or sublease, shall not constitute consent to the same nor a waiver of the requirement to obtain consent to the same. Notwithstanding the foregoing rights of the port to consent to sublease, Lessee shall have the right to sublease space on the tower and ground equipment within the premises for the purpose of adding additional mobile network operators to improve the utility of wireless communication facility with written notice to Lessor but without consent of Lessor provided that such new use is in conformity with the purpose of the Lessee.

7.9.3 A minimum handling and transfer fee ("**Transfer Fee Deposit**") of Three Hundred Dollars (\$300.00) shall be payable by Lessee to the Port if Lessee requests the Port's consent to a proposed assignment (including an assignment to a creditor for security purposes), sublease or modification of this Lease. The Port reserves the right to increase the Transfer Fee Deposit up to Five Hundred Dollars (\$500.00) if, in the Port's sole judgment, the transaction will necessitate the expenditure of substantial time and expense on the part of the Port. Such Transfer Fee Deposit shall be submitted to the Port at the same time that Lessee requests the Port's consent to the proposed sublease, assignment or modification. If the Port's reasonable and customary attorneys' fees exceed the Transfer Fee Deposit, then Lessee agrees to reimburse the Port for such additional reasonable and customary attorneys' fees. Lessee's failure to remit this additional amount within sixty (60) days of the mailing of the notice of such charges, shall constitute a default under this Lease. Notwithstanding anything to the contrary herein, Lessee shall not be obligated to reimburse the Port in any case where an assignment, sublease or modification is not accomplished due to total refusal on the part of the Port to grant its consent to the request.

7.9.4 If, pursuant to any assignment or sublease, Lessee receives rent, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in the case of a sublease, a portion of the Premises in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are appropriately taken into account, Lessee shall pay to the Port, as additional rent expenses hereunder, fifty percent (50%) of the excess of each such payment of Rent received by Lessee after its receipt.

7.9.5 If this Lease is assigned, or if the underlying beneficial interest of Lessee is transferred, or if the Premises or any part thereof is sublet to or occupied by anybody other than

Lessee, the Port may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. No assignment or subletting shall affect the continuing primary liability of Lessee (which, following assignment, shall be joint and several with the assignee), and Lessee shall not be released from performing any of the terms, covenants and conditions of this Lease.

7.9.6 Notwithstanding any assignment or sublease, or any indulgences, waivers or extensions of time granted by the Port to any assignee or sublessee or failure of the Port to take action against any assignee or sublease, Lessee hereby agrees that the Port may, at its option, and upon not less than three (3) days' notice to Lessee, proceed against Lessee without having taken action against or joined such assignee or sublessee, except that Lessee shall have the benefit of any indulgences, waivers and extensions of time granted to any such assignee or sublessee.

7.10 **REIMBURSEMENT FOR EXPENSES:** Should Lessee seek to assign this Lease to any creditor as security for a loan or forbearance from such creditor, or attempt to otherwise assign, sublease, or modify this Lease between the parties during the term of this Lease or any renewal thereof, then Lessee agrees to reimburse the Port for all customary and reasonable attorney fees paid by the Port for the review and opinion of such attorney acting on the request. A failure to reimburse the Port within sixty (60) days of the mailing of notice of such charges shall constitute a default under the terms of this Lease. Notwithstanding anything to the contrary herein, Lessee shall not be obligated to reimburse the Port in any case where an assignment, sublease, or modification is not accomplished due to total refusal on the part of the Port to grant its consent to the request.

7.11 **TERMINATION:** Upon expiration or sooner termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereof, as herein provided, Lessee shall surrender to the Port the Premises peaceably and quietly. Lessee shall restore the Premises to the condition existing at the time of initiation of this Lease, except for: (i) normal wear and tear, and (ii) any improvements which the Port permits to remain on the Premises.

7.11.1 If the Port, at its sole discretion, shall require the use of the Premises for a public use in connection with the business of the Port not involving the lease thereof to another private lessee or in the event that the Port, at its sole discretion, shall require the use of the Premises for a major capital improvement for public or private use in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to Lessee not less than ninety (90) days before the termination date specified in the notice, unless the need for such use constitutes an emergency, in which case this Lease shall terminate as soon as is practicable.

7.11.2 If the United States Government, the State of Washington, or any agency or instrumentality of said government shall take title, possession, the rights of the Premises or any part thereof, the Port shall have the option to terminate this Lease, and if the taking has substantially impaired the utility of the Premises to Lessee, Lessee shall have the option to terminate this Lease. Both options shall be exercisable as of the date of said taking. If Lessee is

not in default under any of the provisions of this Lease on the date of such taking, any rental prepaid by Lessee shall be promptly refunded to Lessee to the extent allocable to any period subsequent to said date, and all further obligations of the parties shall terminate except liabilities, which shall be accrued prior to such date. To the extent Lessee owns certain improvements upon the Premises and is not otherwise directly compensated therefore by the taking entity, Lessee shall receive a fair allocation of any award received by the Port due to termination for government use. Nothing herein contained shall preclude Lessee from independently pursuing a direct claim for compensation from the taking entity for the value of its improvements to the Premises or its leasehold interest therein.

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

7.12 **DEFAULT, CROSS DEFAULT, AND REMEDIES:** Failure to pay Rent or any other monetary obligations by the first day of each month shall constitute a default under the terms of this Lease. If Lessee is in default in the payment of Rent or other monetary obligations then, at the Port's sole option, upon three (3) days' written notice, this Lease may be terminated and the Port may enter upon and take possession of the Premises. Without limiting the generality of the foregoing, Lessee expressly authorizes the Port to obtain a prejudgment writ of restitution in the event of default by Lessee. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

7.12.1 If Lessee shall fail to perform any term or condition of this Lease, other than the payment of Rent or other monetary obligations, then upon providing Lessee thirty (30) days' written notice of such default, and if Lessee fails to cure such default within the thirty (30) day notice thereof, the Port may terminate this Lease and enter upon and take possession of the Premises. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

7.12.2 If within any one (1) year period, the Port serves upon Lessee three notices requiring Lessee either to: (i) comply with the terms of this Lease or to vacate the Premises or (ii) pay Rent or vacate (collectively referred to herein as "**Default Notices**"), then Lessee shall, upon a subsequent violation of any term of this Lease by Lessee (including failure to pay Rent), be deemed to be in unlawful detainer, and the Port may, in addition to any other remedies it may have, immediately terminate the Lease and/or commence an unlawful detainer action without further notice to Lessee.

7.12.3 The following shall also constitute a default under the terms of this Lease: (i) A default by Lessee under any other agreement or lease with the Port; (ii) insolvency of Lessee; (iii) an assignment by Lessee for the benefit of creditors; (iv) the filing by Lessee of a voluntary petition in bankruptcy; (v) an adjudication that Lessee is bankrupt or the appointment of a receiver of the

properties of Lessee; (vi) the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; and (vii) attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

7.12.4 A default under this Lease shall constitute a default under any other lease or agreement which Lessee has with the Port (hereinafter such other agreements shall be referred to as “**Collateral Agreements**”). Likewise, any material breach or default under a Collateral Agreements shall be deemed a material breach or default under the terms of this Lease. If any Collateral Agreements are terminated for a material breach or default of Lessee, then the Port shall, without limiting any other remedies it may have, be entitled to terminate this Lease upon five (5) days’ written notice to Lessee.

7.12.5 In addition to the foregoing remedies specified in this article, the Port may exercise any remedies or rights under the laws of the State of Washington. Under no circumstances shall the Port be held liable in damages or otherwise by reason of any lawful re-entry or eviction. The Port shall not, by any re-entry or other act, be deemed to have accepted any surrender by Lessee of the Premises or be deemed to have otherwise terminated this Lease or to have relieved Lessee of any obligation hereunder.

7.12.6 The Port shall be under no obligation to observe or perform any covenant of this Lease after the date of any material default by Lessee unless and until Lessee cures such default.

7.12.7 A fee of Five Hundred Dollars (\$500.00) shall be assessed to Lessee for each Default Notice issued to Lessee to defray the costs associated with preparing, issuing, and serving such notice. This fee shall be payable on the first (1st) day of the month following the issuance of the notice.

7.13 **NON WAIVER:** Neither the acceptance of Rent nor any other act or omission of the Port after a default by Lessee shall operate as a waiver of any past or future default by Lessee, or to deprive the Port of its right to terminate this Lease, or be construed to prevent the Port from promptly exercising any other right or remedy it has under this Lease. Any waiver by the Port shall be in writing and signed by the Port in order to be binding on the Port.

7.14 **NOTICES:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO THE PORT

Port of Port Angeles
P.O. Box 1350
Port Angeles, Washington, 98362

TO LESSEE:

Atlas Tower
2500 30th st, STE 304
Boulder, Colorado, 80301

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

7.15 **AGENT FOR SERVICE:** Lessee agrees that if Lessee is in unlawful detainer, pursuant to Chapter 59.12 RCW, and the Port is unable to serve Lessee with the unlawful detainer pleadings after one service attempt, then the Port shall be deemed to have complied with the service requirements of Chapter 59.12 RCW if it mails such pleadings via certified mail to the address set forth in the notice section of this Lease and posts such pleadings in a conspicuous location on the Premises. Service shall be deemed complete on the third (3rd) day following the day of posting or day of mailing, whichever is later.

7.16 **SECURITY:** Lessee specifically acknowledges that the Port has no duty to provide security for any portion of the Premises or surrounding areas. Lessee assumes sole responsibility and liability for the security of itself, its employees, customers, and invitees, and their respective property in or about the Premises. Lessee agrees that to the extent the Port elects to provide any security, the Port is not warranting the effectiveness of any such security personnel, services, procedures or equipment and that Lessee is not relying and shall not hereafter rely on such security personnel, services, procedures or equipment. The Port shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of personal injury or property damage in, on or around the Premises.

7.17 **QUIET ENJOYMENT:** The Port acknowledges that it has ownership of the Premises and that it has the legal authority to lease the Premises to Lessee. The Port covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease so long as the terms are complied with by Lessee and subject to the Port's right of entry onto the Premises as set forth herein.

7.17.1 The Port reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the use to which Lessee is putting the Premises or interfere unduly with the approved plan of development for the Premises. No easement or other land uses shall be granted to third parties, until damages to the Lessee have been dealt with appropriately, or waiver signed by Lessee.

7.17.2 Lessee understands that various federal agencies, including the Department of Homeland Security and U.S. Coast Guard, have the authority to restrict access to certain areas on property owned by the Port in order to counter a terrorist or other threat. Such restrictions could impact Lessee's ability to access the Premises for an indefinite period of time. Since such restrictions on access are outside the control of the Port, Lessee agrees that such interruptions shall not be deemed a violation of this Lease or the Covenant of Quiet Enjoyment.

7.18 **PORT MAY ENTER PREMISES; INSPECTION:** The Port reserves the right to inspect the Premises after written notice (except where the Port reasonably believes there exists or is about to exist an emergency, in which case no notice is required) at any and all reasonable times throughout the term of this Lease, provided that it shall not unduly interfere with Lessee's

operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain “For Rent” signs in conspicuous places on the Premises for a reasonable period of time prior to the expiration or sooner termination of the Lease.

7.19 **TIME**: It is mutually agreed and understood that time is of the essence of this Lease and that a waiver of any default of Lessee shall not be construed as a waiver of any other default.

7.20 **INTERPRETATION**: This Lease has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not for or against either the Port or Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Port or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

7.21 **HOLDING OVER**: If Lessee remains in possession of said Premises after the date of expiration of this Lease without the Port's prior written consent, such holding over shall constitute and be construed as tenancy at sufferance only, at a monthly rent equal to one hundred fifty percent (150%) of the rent owed during the immediately preceding month under this Lease and otherwise upon the terms and conditions in this Lease and shall continue to be responsible for payment of applicable CAM Expenses and leasehold excise tax obligations. If Lessee holds over with the Port's prior written consent, then until such time as a new written Lease is executed by the parties hereto, Lessee shall continue to make payments to the Port on a month-to-month basis as provided for in this Lease. Such holdover tenancy may be terminated by either party at the end of any such monthly period by sending written notice not less than five (5) days before the end of such period. Such holdover tenancy shall be subject to all terms and conditions contained herein.

7.22 **PROMOTION OF PORT COMMERCE**: Lessee agrees that throughout the term of this Lease it will, insofar as practicable, promote the activities of the Port.

7.23 **SURVIVAL**: All obligations of Lessee, as provided for in the Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease, which require performance beyond the termination date, shall survive the termination date of this Lease.

7.24 **GOVERNING LAW**: This Lease, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Clallam County, Washington.

7.25 **ESTOPPEL CERTIFICATES**: At Lessee's request, the Port agrees to execute and deliver to Lessee or its lender(s), a customary estoppel certificate in a form acceptable to the Port which sets forth the following information: (i) the terms and conditions of this Lease, (ii) the status of the Rent payments under the Lease; and (iii) the Port's knowledge of any breaches or anticipated breaches of the Lease. The Port shall have no obligation to execute an estoppel certificate which

requests any information other than as set forth above. Lessee agrees to reimburse the Port for all attorneys' fees paid by the Port for the review and opinion of such attorney acting on the request for such estoppel certificate and in negotiating acceptable language in the estoppel certificate. A failure to reimburse the Port within sixty (60) days of the mailing of notice of such charges shall constitute a default under the terms of this Lease.

7.26 **ATTORNMEN**T: In the event the Premises are sold, Lessee shall attorn to the purchaser upon the sale provided that the purchaser expressly agrees in writing that, so long as Lessee is not in default under the Lease, Lessee's possession and occupancy of the Premises will not be disturbed and that such purchaser will perform all obligations of the Port under the Lease.

7.27 **ENTIRE AGREEMENT**: This Lease contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either 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 modification to this Lease executed with all necessary legal formalities by the Commission of the Port of Port Angeles, or its designee.

7.28 **COMMISSIONS AND FEES**. In the absence of any agreement between the parties to the contrary, each party represents and warrants to the other that it has not been represented by, or introduced to the other by, any broker or agent. In the absence of any agreement between the parties to the contrary, each party hereby agrees to indemnify and hold the other harmless from and against any and all fees, commissions, costs, expenses (including attorneys' fees) obligations and causes of actions arising against or incurred by the other party by reason of any claim for a real estate commission or a fee or finder's fee by reason of any contract, agreement or arrangement with, or services rendered at the request of, the indemnifying party.

7.29 **VALIDATION**: IN WITNESS WHEREOF, the Port has caused this instrument to be signed by its Executive Director, or other designee, by authority of the Commission of the Port of Port Angeles, and this instrument has been signed and executed by Lessee, the day and year first above written.

LESSOR:

PORT OF PORT ANGELES

Paul S. Jarkiewicz
Its: Executive Director

LESSEE:

ATLAS TOWER 1, LLC

Name:
Its: _____

If tenant is an entity:

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires: _____

If the tenant is an individual:

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, known to be the individual named in and who executed the within and foregoing Commercial Lease, and acknowledged to me that s/he signed the same as her/his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of _____
Residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)

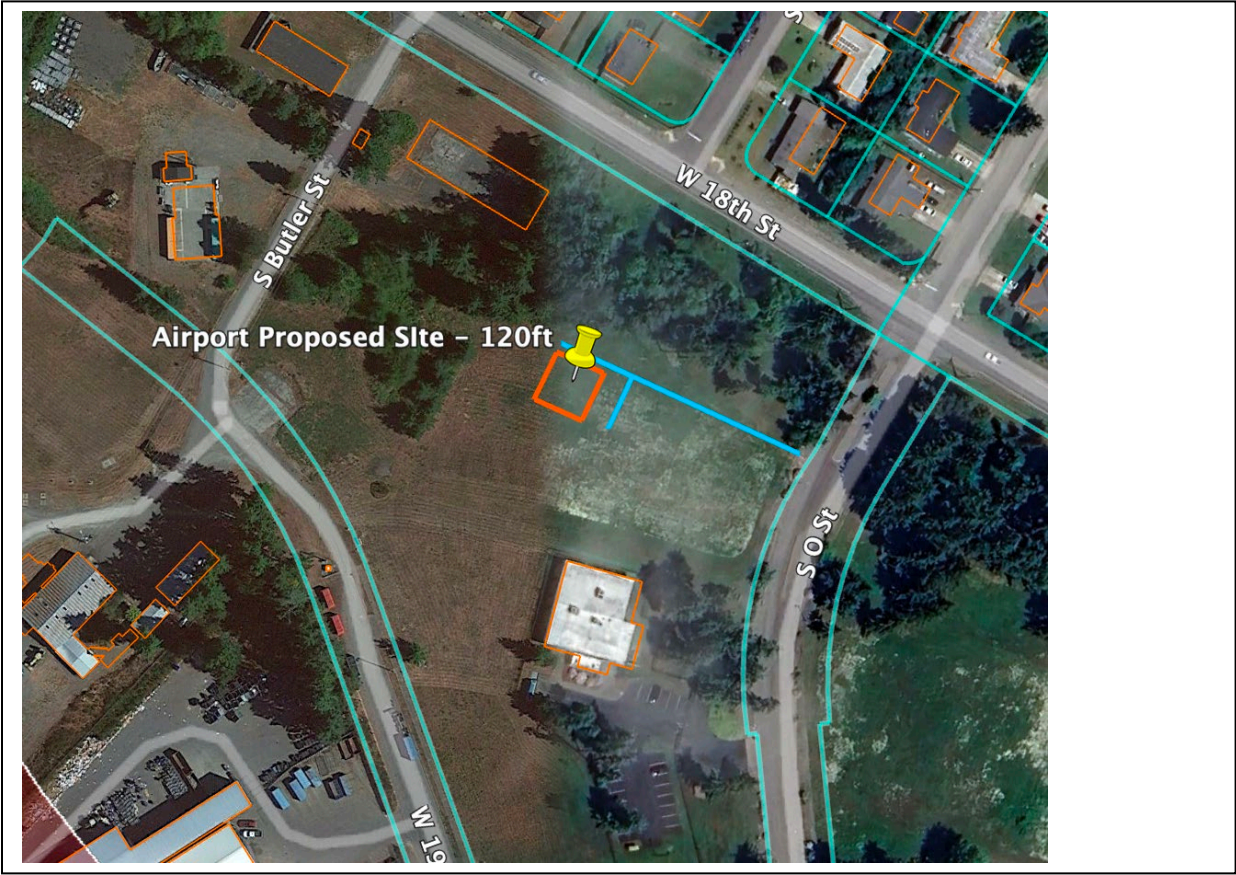
COUNTY OF CLALLAM) ss.
)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the **Executive Director of the Port of Port Angeles**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My Commission Expires: _____

EXHIBIT A – Leased Premises



Initials: _____
Port

Lessee

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

Date: March 11, 2025

SUBJECT: Lease Extension – U.S. Coast Guard

Presented by: Caleb McMahon, Director of Economic Development

RCW & POLICY REQUIREMENTS

Per RCW 53.08.080 Lease of Property, a district may lease all lands, wharves, docks and real and personal property upon such terms as the port commission deems proper. No lease shall be for a period longer than fifty years with option up to an additional thirty years.

Per RCW 53.08.085, security for rent is required for every lease of more than one year. Rent may be secured by rental insurance, bond, or other security satisfactory to the port commission, in an amount equal to one-sixth the total rent, but in no case shall such security be less than one year's rent or more three years' rent. If the security is not maintained the lease shall be considered in default. The port commission may in its discretion waive the rent security requirement or lower the amount of such requirement on the lease of real and/or personal port property.

Per Section I of the Port's Delegation of Administrative Authority to the Executive Director, all term lease agreements or use agreements of real or personal property shall be leased only under an appropriate written lease instrument executed by the Commission. Per Section 1.B.1 Commission Approval is required for any lease with a term in excess of one year and per section 1.B.4 Commission approval is required for any lease that contains any material non-standard terms or conditions.

Background:

The U.S. Coast Guard has been leasing a portion of land inside the fence at William Fairchild Airport since 2022 for a Continuity of Operations (COOP) site. The existing agreement consists of 5,000 s.f. of land for the storage of a conex box and equipment. The U.S. Coast Guard desires to extend the term of the agreement.

Port Area: William Fairchild Airport.

Address: 1402 Fairchild Airport Road, Port Angeles, WA 98363.

Leased Space: 5,000 sf of land.

Rental Rate: The tenant's current base rent is \$0.04/SF for 5,000 SF of land, or \$200/month. The proposed rent is to continue at the same rate.

In Kind Support: Although the current land rate at the airport is \$0.10/SF, the Port supports the U.S. Coast Guard's emergency management need for a COOP location at William Fairchild

International Airport, and provides a reduced land rate and support of \$300/month to further the emergency services required for the Clallam County community.

Use: Supplies and equipment for Continuity of Operations (COOP) site.

Monthly Payments: Rent will be paid annually in the amount of \$2,400 in arrears. Annual terms are from September 1 through August 31st.

Escalation: None.

Commencement Date: The U.S. Coast Guard has added to their current agreement, from September 1, 2024 (commencement date) through August 31, 2025.

Term: One year terms.

Options to Renew: Ten 1-year terms, without Port consent.

Fiscal Impact of the Agreement:

Supplement Agreement Annual Rent									
2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	2032/2033	2033/2034
Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31	Sept - Aug 31
\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
Total Rent	\$24,000								

Common Area Maintenance (CAM): None.

Utilities: None.

Tenant Improvements: None

Financial Security: Exempt as government agency.

Non-standard terms requiring Commission approval for renewal/amendment: None

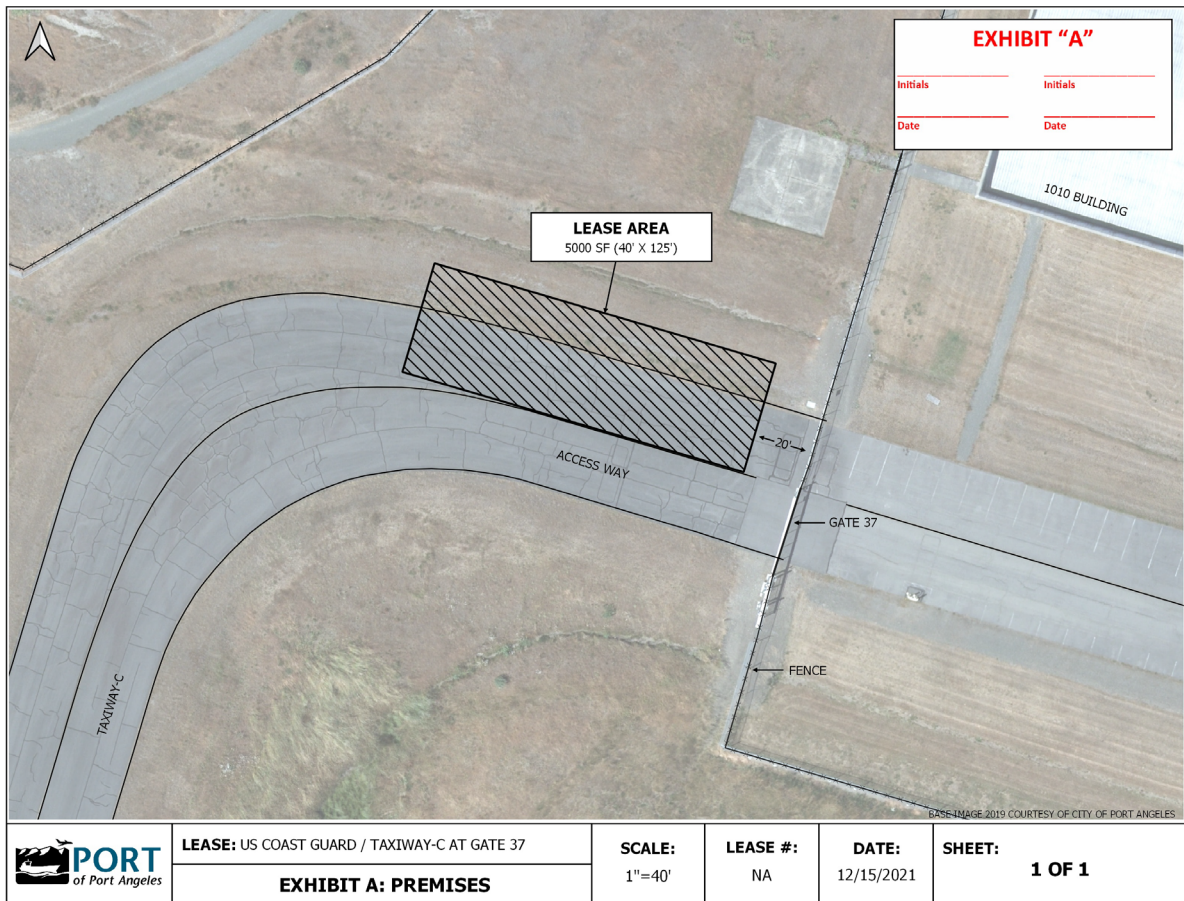
Unique Terms and Conditions: The original agreement states "Any apparatus stored on site must be wheeled and be able to be immediately relocated is required by the Grantor of FAA."

Other Special Considerations: None

Environmental Impact: None

RECOMMENDED ACTION:

On a motion and second, Staff recommends the Commission authorize the Executive Director to sign the Supplemental Lease Agreement with U.S. Coast Guard, per the terms and conditions presented.



SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE February 26, 2025				
	TO AGREEMENT NO. HSCG89-22-3-0024					
ADDRESS OF PREMISES: 1402 Airport Road Port Angeles, WA 98362 WA Port of Port Angeles, Fairchild Airport, COOP Site						
THIS AGREEMENT, made and entered into this date by and between Port of Port Angeles whose address is 1402 Airport Road Port Angeles, WA 98362 Effective 01/March/2024, the aforementioned lease is hereby amended to read: "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2023, through August 31, 2024, subject to termination and renewal rights as may be hereinafter set forth." The remaining annual renewal options, starting September 1, and end on August 31, of all subsequent years. The end of this lease shall be changed to August 31, 2034." All other terms and conditions of the lease shall remain in force and effect. Fiscal Year 2023/2024: Annual Rent \$2400.00, payable in arrears Fiscal Year 2024/2025: Annual Rent \$2400.00, payable in arrears This amendment is authorized under direct leasing authority 10 USC 3133 (a) All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above elate.						
LESSOR <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> BY _____ <div style="text-align: right;">(Signature)</div> </td> <td style="width: 50%; vertical-align: top;"> PAUL JARKIEWICZ, EXECUTIVE DIRECTOR PORT OF PORT ANGELES <div style="text-align: right;">(Title)</div> </td> </tr> <tr> <td style="vertical-align: top;"> IN PRESENCE OF _____ <div style="text-align: right;">(Signature)</div> </td> <td style="vertical-align: top;"> P.O. Box 1350, Port Angeles, WA 98362 <div style="text-align: right;">(Address)</div> </td> </tr> </table>			BY _____ <div style="text-align: right;">(Signature)</div>	PAUL JARKIEWICZ, EXECUTIVE DIRECTOR PORT OF PORT ANGELES <div style="text-align: right;">(Title)</div>	IN PRESENCE OF _____ <div style="text-align: right;">(Signature)</div>	P.O. Box 1350, Port Angeles, WA 98362 <div style="text-align: right;">(Address)</div>
BY _____ <div style="text-align: right;">(Signature)</div>	PAUL JARKIEWICZ, EXECUTIVE DIRECTOR PORT OF PORT ANGELES <div style="text-align: right;">(Title)</div>					
IN PRESENCE OF _____ <div style="text-align: right;">(Signature)</div>	P.O. Box 1350, Port Angeles, WA 98362 <div style="text-align: right;">(Address)</div>					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> UNITED STATES OF AMERICA BY _____ <div style="text-align: right;">(Signature)</div> </td> <td style="width: 50%; vertical-align: top;"> Steven Heimes Real Estate Contracting Officer United States Coast Guard _____ <div style="text-align: right;">(Official Use)</div> </td> </tr> </table>			UNITED STATES OF AMERICA BY _____ <div style="text-align: right;">(Signature)</div>	Steven Heimes Real Estate Contracting Officer United States Coast Guard _____ <div style="text-align: right;">(Official Use)</div>		
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**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

March 11, 2025

SUBJECT: Resolution 25-1320, Waiver of Competitive Processes for Pollution Control Facilities & Finding of Facts in Support

STAFF LEAD: Paul Jarkiewicz Executive Director

RCW & POLICY REQUIREMENTS:

RCW 70A.210.110 authorizes the governing body of a city, town, county, or port district, in its sole discretion, to waive the requirement of competitive processes for pollution control facilities.

RCW 39.04.280(1)(b) also authorizes the governing body of a public agency to waive the competitive bidding requirements for certain public works special facilities, upon finding a factual basis for doing so.

BACKGROUND:

When adopting the exemption contained in Chapter 70A.210 RCW, the Washington state legislature found that amongst other things:

- (1) That environmental damage seriously endangers the public health and welfare.
- (2) That such environmental damage results from air, water, and other resources pollution, and from solid waste disposal, noise, and other environmental problems.
- (3) That to abate or control such environmental damage, antipollution devices, equipment, and facilities must be acquired, constructed, and installed.
- (4) That encouraging and accelerating the installation of facilities for abating or controlling and preventing environmental damage is in the public interest and serves a public purpose in protecting and promoting the health and welfare of the citizens of the cities, towns, counties, and port districts and, of this state.

Within the proposed Resolution, the Commission adopts these same Findings in support of waiving competitive processes for pollution control facilities

ANALYSIS:

The attached Resolution 25-1320:

1. Adopts provisions which waive competitive bidding requirements for certain public works special facilities and for pollution control facilities & certain purchases and Contracts as allowed by RCW 39.04.280(1)(b) and RCW 70A.210.110 and

2. Adopts Finding of Fact in support of the action.

ENVIRONMENTAL IMPACT: Waiving the competitive processes for pollution control facilities may benefit the environment by accelerating the construction and reconstruction of facilities for abating or controlling and preventing environmental damage.

FISCAL IMPACT: None

RECOMMENDED ACTION:

- (1) Adopt Resolution No. 25-1320, waiving competitive bidding requirements for certain public works special facilities and for pollution control facilities

**A RESOLUTION OF THE PORT OF PORT ANGELES WASHINGTON
WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR CERTAIN PUBLIC WORKS
SPECIAL FACILITIES AND FOR POLLUTION CONTROL FACILITIES & CERTAIN PURCHASES
AND CONTRACTS AS ALLOWED BY RCW 39.04.280(1)(b) and RCW 70A.210.110 &
ADOPTING FINDINGS OF FACT IN SUPPORT**

WHEREAS, pursuant to provisions of RCW 53.12.270, the Port Commission is authorized to delegate to the managing official of a port district such administrative powers and duties as it may deem proper for the efficient and proper management of port district operations, and

WHEREAS, the Executive Director derives authority from the Port Commission acting as the governing body and is responsible for carrying out Port Commission policies.

WHEREAS, the Port's Delegation of Authority Resolution includes the Port's policies governing contracts for performance of public works, for purchasing and for personal services contracts.

WHEREAS, RCW 70A.210.110 (recodified in 2020; previously RCW 70.95A.090) authorizes a competitive bidding exemption for pollution control facilities constructed or improved by cities, towns, counties, or port districts, specifically stating, that Pollution control facilities "shall be constructed, reconstructed, and improved ... in the manner determined by the governing body in its sole discretion and any requirement of competitive bidding, lease performance bonds or other restriction on the procedure for the award of contracts for such purpose ... is not applicable."

WHEREAS, RCW 70A.210.020 defines pollution broadly to include "any form of environmental pollution, including but not limited to water pollution, air pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution," and defines "facility" as "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof, or any interest therein ... to be used ... in furtherance of the purpose of abating, controlling, or preventing pollution."

WHEREAS, RCW 39.04.280(1)(b) also authorizes the governing body of a public agency to [waiver](#) [waive](#) the competitive bidding requirements for certain public works special facilities, upon finding a factual basis for doing so

WHEREAS, the Washington state legislature found when adopting Chapter 70A.210 RCW, which contains the exemption found that, amongst other things:

- (1) That environmental damage seriously endangers the public health and welfare;
- (2) That such environmental damage results from air, water, and other resources pollution and from solid waste disposal, noise and other environmental problems;
- (3) That to abate or control such environmental damage antipollution devices, equipment, and facilities must be acquired, constructed and installed;
- (4) That encouraging and accelerating the installation of facilities for abating or controlling and preventing environmental damage is in the public interest and serves a public purpose in

protecting and promoting the health and welfare of the citizens of the cities, towns, counties, and port districts and of this state; and

(5) That Chapter 70A.210 RCW shall be liberally construed to accomplish these intentions expressed in the "Legislative Purpose" section, RCW 70A.210.010.

WHEREAS, the Port Commission of the Port of Port Angeles adopts these same factual findings in support of this Resolution waiving the competitive bidding requirements for construction contracts, purchasing and personal services contracts for certain public works special facilities and for pollution control facilities.

NOW THEREFORE BE IT RESOLVED that:

1. Waiver of Competitive Bidding Requirements for Certain Public Works Special Facilities and for Pollution Control Facilities Contracts.

Pursuant to RCW 39.04.280(1)(b) and RCW 70A.210.110 and this Port Resolution 25-____ which contains the findings of fact in support, the Commission waives competitive bidding requirements for public works contracts for certain public works special facilities and for pollution control facilities as defined in RCW 70A.210.020. The Executive Director is authorized to carry out all procedures for the letting of said contracts for public works special facilities and for pollution control facilities exempted herein preliminary to the acts and approvals required to be performed by the Commission at an open meeting.

2. Waiver of Competitive Bidding Requirements for Certain Purchases.

Pursuant to RCW 39.04.280(1)(b) and RCW 70A.210.110 and this Port Resolution 25-____, which contains the findings of fact in support, the Commission waives competitive bidding requirements for purchases related to certain public works special facilities and for pollution control facilities as defined in RCW 70A.210.020. The Executive Director is authorized to carry out all procedures for purchases listed below and exempted herein preliminary to the acts and approvals required to be performed by the Commission at an open meeting.

1. Purchases that are clearly and legitimately limited to a single source of supply;
2. Purchases involving special facilities or market conditions;
3. Purchases in the event of an emergency.
4. Purchases of insurance or bonds;
5. Purchases for pollution control facilities as defined in RCW 70A.210.020, and
6. Public works in the event of an emergency.

3. Waiver of Competitive Bidding Requirements for Certain “Personal Services.”

Pursuant to RCW 53.19.020 and RCW 70A.210.110 and this Port Resolution 25-____, which contains the findings of fact in support, all personal service contracts will be entered into pursuant to competitive solicitation, except for:

- A. Emergency contracts,
- B. Sole source contracts; provided however, that sole source service contracts, regardless of the amount, shall be filed with the Commission and made available to the public prior to starting the work.
- C. Personal Services Contracts related to pollution control facilities as defined in RCW 70A.210.020
- D. Any other specific contracts or classes as exempted by 53.19 RCW.
- E. Other specific contracts or classes or groups of contracts exempted from the competitive solicitation process by the Commission when the Commission has determined that a competitive solicitation process is not appropriate or cost-effective.

The Executive Director is authorized to carry out all procedures for purchases listed below and exempted herein preliminary to the acts and approvals required to be performed by the Commission at an open meeting.

Adopted by the Port Commission of the Port of Port Angeles at a regular meeting thereof held this ____ day of ____, 2025.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Steve D. Burke, President

Colleen M. McAleer, Vice President

Connie L. Beauvais, Secretary

Future Agenda Items –Commission Meeting

3/11/2025

March 25, 2025 (Regular Commission Meeting)

- February Financial Report
- Monthly Cash & Investment Report

April 8, 2025 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- 2024 End of Year Financials (unaudited)

April 22, 2025 (Regular Commission Meeting)

- Monthly Cash & Investment Report
- March Financial Report
- 1st Quarter Operations Report
- Abandoned Vessel Auction
- IFC – 1050 Roof

April 28, 2025 (Special Joint Commission Meeting) – at Port

May 13, 2025 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- CPP Program Review/Revamp?

May 27, 2025 (Regular Commission Meeting)

- April Financial Report
- Cash and Investment Report

Upcoming Events/Announcements

April 22-24, 2025 – AFRC Annual Meeting, Stevenson, WA

April 23-25, 2025 – Olympic Logging Conference, Victoria, B.C.

Future

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