



**REGULAR COMMISSION MEETING  
Tuesday, February 10, 2026, 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/>

**9:00 AM TIME-SPECIFIC PRESENTATION BY PND ENGINEERS, BST ASSOCIATES, AND  
MAKERS FOR THE W. PORT ANGELES BOAT HAVEN MASTER PLAN PROJECT**

**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.	Monthly Cash & Investment Report.....	1-2
B.	Annual Bad Debt Report.....	3
C.	Delegation of Authority Review & Discussion.....	4-21
D.	Washington Public Ports Association Maritime Industrial Base Coalition Memorandum of Understanding Discussion	

**V. APPROVAL OF CONSENT AGENDA**

A.	Regular Commission Meeting Minutes – January 27, 2026.....	22-25
B.	Vouchers in the amount of \$800,448.47.....	26

**VI. COMPLETION OF RECORDS**

A.	4 <sup>th</sup> Quarter Operations Report (Continued from 1/27/2026 Comm. Meeting).....	27-33
B.	Monthly Delegation of Authority.....	34-38

**VII. PLANNING AND CAPITAL PROJECTS**

A.	Item for Consideration – Marine Trades Center Phase 2 Development Contract Acceptance.....	39-40
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**VIII. LOG YARD**

No items



## **IX. MARINE TRADES AND MARINE TERMINALS**

No items

## **X. PROPERTY**

A. Item for Consideration – Marine Spill Response Corporation (MSRC)  
Tumwater Truck Route, Land Lease.....41-44

## **XI. MARINAS**

A. Presentation – W. PA Boat Haven Master Plan Briefing by PND Engineers,  
BST Associates, and MAKERS – **Time Specific 9:00 am**.....45-62

## **XII. AIRPORTS**

A. Item for Consideration – FAA / City of Port Angeles Easement.....63-69

## **XIII. OTHER BUSINESS**

A. Item for Consideration – Olympic Logging Conference Sponsorship.....70-71

B. Item for Discussion – Community Boating Program Application to the  
Community Partner Program.....72-73

## **XIV. ITEMS NOT ON THE AGENDA**

## **XV. COMMISSIONER REPORTS**

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

## **XVII. FUTURE AGENDA.....74**

## **XVIII. NEXT MEETINGS**

A. February 24, 2026 – Regular Commission Meeting

B. March 10, 2026 – Regular Commission Meeting

C. March 24, 2026 – Regular Commission Meeting



## **XIX. UPCOMING EVENTS**

- A. February 21-22, 2026 – Northwest Aviation Conference, Puyallup, WA
- B. March 4-6, 2026 – American Association of Port Authorities (AAPA) Legislative Summit, Washington, D.C.
- C. April 7-9, 2026 – American Forest Resource Council (AFRC) Annual Meeting, Stevenson – Skamania Lodge, WA

## **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 boozing 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.

**Port of Port Angeles**  
**Cash Flow Summary**  
**Cash Flow Summary as of January 2026**

	<u>YTD</u>
<b><u>Beginning Cash Balance</u></b>	<b>20,459,080</b>
Operating Revenues	927,169
Non-Operating Revenues	273,847
<b>Total Revenues</b>	<b>1,201,015</b>
Operating Expenses	1,054,880
Non-Operating Expenses	1,979
<b>Total Expenses</b>	<b>1,056,858</b>
<b><u>Ending Cash Balance</u></b>	<b>20,603,237</b>
<b><u>Change in Cash Balance</u></b>	<b>144,157</b>

## Cash & Investments held as of 1/31/2026

		Interest	8/31/25	9/30/25	10/31/25	11/30/25	12/31/25	1/31/26			
Name	Type	Rate	Face Value	Annual Interest	Maturity Date	Acquisition Date					
FFCB 4-year (Piper Sandler)	Bond	3.98%	-	-	-	3,000,000	3,000,000	3,000,000	119,400	11/13/2029	11/13/2025
FHLB 5-year (Piper Sandler)	Bond	4.30%	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	215,000	7/15/2030	7/9/2025
First Federal	Cash	3.83%	251,409	2,754,190	4,406,555	4,421,520	4,437,859	4,451,881	170,507		
LGIP Balance	Cash	3.78%	11,958,808	9,499,264	9,232,053	7,959,776	7,685,091	7,709,732	291,513		
Columbia Bank Account	Cash	0.30%	436,435	656,394	692,264	758,668	336,130	441,624	1,325		

<u>Investments Called or Matured</u>											
		Interest							Maturity	Redemption	
Name	Type	Rate							Date	Date	
FFCB 4-year (Piper Sandler)	Bond	4.49%	1,250,000	1,250,000	1,250,000	-	-	-	-	8/12/2029	11/14/2025
FHLB 5-year step up** (LPL)	Bond	3.00%	2,000,000	2,000,000	-	-	-	-	-	3/29/2027	3/29/2022
FFCB 4-year (Piper Sandler)	Bond	4.80%	-	-	-	-	-	-	-	7/23/2029	4/23/2025
FHLB 5-year (Piper Sandler)	Bond	5.00%	-	-	-	-	-	-	-	10/22/2029	10/22/2024
FHLB 5-year (Piper Sandler)	Bond	5.00%	-	-	-	-	-	-	-	10/22/2029	4/16/2025

<u>Ending Investment/Cash Balance</u>		20,896,652	21,159,849	20,580,872	21,139,963	20,459,080	20,603,237	797,745
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<u>Outstanding Debt</u>		8/31/25	9/30/25	10/31/25	11/30/25	12/31/25	1/31/26	
	Rate	Amount	Amount	Amount	Amount	Amount	Amount	
2015 PABH 2006 refi	2.29%	357,505	357,505	357,505	357,505	-	-	10 year note, 2015 - 2025
CERB Washdown	2.00%	605,359	605,359	605,359	605,359	605,359	570,354	20 year, 2020 - 2040
CARB Airport Utilities	2.00%	622,602	622,602	622,602	622,602	622,602	589,186	20 year, 2021 - 2041
Office of the State Treasurer	2.96%	520,302	520,302	520,302	520,302	520,302	467,188	7 year, 2025 - 2031
		2,105,768	2,105,768	2,105,768	2,105,768	1,748,264	1,626,728	

<u>Ending Balance</u>		18,790,884	19,054,080	18,475,104	19,034,195	18,710,816	18,976,508
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\* Cash balances shown do not include funds held as the Harbor Group treasurer or funds reserved for K-Ply monitoring activities.

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

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

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

**February 10, 2026**

**SUBJECT: DELETION OF ACCOUNTS RECEIVABLE FROM RECORDS**

**Presented by: Jennifer Baker, Director of Finance & Admin**

**BACKGROUND:**

One of the steps in closing the Port's financial records for 2025 is assessing the collectability of overdue accounts. This step aims to present Accounts Receivable (A/R) assets on our financial statements in a fair and consistent manner in accordance with GASB (Governmental Accounting Standards Board) guidance. Removal of accounts from our records requires Commission action.

**ANALYSIS:**

We have identified 16 accounts with outstanding balances totaling \$80,573.83 (including leasehold excise tax), which should be removed from our (A/R) asset listing. Removing these accounts from our records does not mean that the Port forgives these debts. The Port proactively manages our receivables, promptly addressing delinquent accounts, while we continue to pursue collections through all practical means.

**FISCAL IMPACT:**

Assets and net earnings for 2025 will decrease by an additional \$80,573.83. The breakdown of affected accounts is as follows:

Loc	Name	Boat	Moorage	Storage	Electricity	Fees	Leasehold	Total	Collections	Comment
JWM	David Pratt	WN594EE				5,000.00		5,000.00	4/24/2025	Remainder of Ins. Ded.
JWM	David Pratt	WN594EE	353.01		83.39	96.59		532.99	4/24/2025	No boat to seize
JWM	Peter Halstead	WN0890JF	6,291.51		153.90	759.73	834.06	8,039.20	10/20/2025	Failed to sell at auction
JWM	Jason Holden	Moby Duck	1,096.69		247.80	70.25		1,414.74	5/30/2025	No boat to seize
PABH	Jason Holden	Moby Duck	5,309.82			781.98		6,091.80	9/19/2025	No boat to seize
PABH	Josh Nelson	CF1928ZP		6,836.00		1,260.85	890.63	8,987.48	10/20/2025	Sold for \$100.00
PABH	Ron (Smith) Rieer	WN0107JD	5,674.20		1,001.10	717.21	676.52	8,069.03	4/11/2025	Failed to sell at auction
PABH	Mark Gaskill	CF7348AJ	5,674.20		934.36	783.59	728.56	8,120.71	10/25/2025	Failed to sell at auction
PABH	Gerald Fullar	SIKA II		6,246.83		968.05	802.13	8,017.01	10/20/2025	Failed to sell at auction
PABH	Michael Murphy	WN 7176 SF		4,860.00		991.38	624.02	6,475.40	4/11/2025	Failed to sell at auction
PABH	Scott Jewett	WN 2607 GC	3,888.60			588.27	501.24	4,978.11	10/20/2025	Failed to sell at auction
PABH	Shanna Bloom	1042876	3,263.21		90.43	239.42	423.36	4,016.42	12/10/2025	No boat to seize
PABH	Mike Schleufer	N/A	2,129.89			143.08		2,272.97	6/23/2025	No boat to seize
PABH	Kenny Elofson	WN356LEK	1,916.00			228.12		2,144.12	9/17/2025	No boat to seize
PABH	Mary Leahy	WN7968ST	838.55		82.17	1,085.62	133.55	2,139.89	4/24/2025	No boat to seize
RP	Shipwrecked					4,273.96		4,273.96	4/24/2025	Labor & Materials
			36,435.68	17,942.83	2,593.15	17,988.10	5,614.07	80,573.83		

**RECOMMENDED ACTION:**

Commission approval of the removal of the listed accounts from our records. The team will continue with collection efforts.

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

**February 24, 2026**

**Subject: Resolution 26-1336 Delegation of Authority**

**Presenter: Paul Jarkiewicz, Chief Executive Officer**

**RCW & POLICY REQUIREMENTS:**

The Revised Code of Washington (RCW) 53.12.270(1) authorizes the commission of a port authority to delegate certain powers to its managing official:

The commission may delegate to the managing official of a port district such administrarial powers and duties of the commission as it may deem proper for the efficient and proper management of port district operations. Any such delegation shall be authorized by an appropriate resolution of the commission, which resolution must also establish guidelines and procedures for the managing official to follow.

Pursuant to this statute, the Commission adopted a “Delegation of Authority,” conferring certain authorities to the Chief Executive Officer (CEO). Implicit in this statutory grant is the authority to revise/amend the delegation as needed.

Moreover, certain powers conferred to the CEO, and contained in the current delegation of authority, require renewal on a “year to year” basis. See e.g. RCW 53.08.090(1) and Delegation of Authority, art XII, concerning the sale of property less than \$22,000 (amended annually by a price increase index from the Office of Financial Management).

**BACKGROUND:**

The Port’s current Delegation of Authority requires the Port Commission to review, revise (if needed), and approve the delegation annually, specifically regarding Sale of Real or Personal Property (RCW 53.08.090).

**ANALYSIS:**

The attached Resolution 26-1336 and Exhibit A make the following adjustments to the Delegation of Authority:

1. Renewal of the Delegation of Authority in its entirety.
2. Renews the authority to surplus, sell, and convey property with a value up to \$23,340.

3. Updated the title from Executive Director to Chief Executive Officer.
4. Updated the purchasing authority of the Chief Executive Officer from \$50,000 to \$75,000 as previously approved by the Commission on February 11, 2025, throughout Exhibit A.
5. Section II.A.4: Amended language “The use to which the property may be put by the tenant shall be expressly stated and shall be in accordance with the ~~standards of use adopted by the Commission for the same or similar Port property or properties use(s) as stated in the Port-approved lease.~~”
6. Section III.B: Clarification and additional language regarding Emergency Public Works contracts.
7. Section III.D – The total cost has increased from \$300,000 to \$350,000 in accordance with the revised Washington State Competitive Small Works Contracts amount.
8. Section VI: Addition of the Amendment protocol.
9. Section VII: Addition of Personal Services, including the addition of the Amendment protocol.
10. Section VIII: Addition of travel policy clarifications Section VIII.B-D.
11. Section IX: Addition of Section IX – Expenditures for Trade Promotion and Promotional Hosting and updated Port resolution reference.
12. Section XXI: Addition of Section XXI – Insurance Policies.
13. Language and grammar clarifications throughout Exhibit A.

**ENVIRONMENTAL IMPACT:** None

**FISCAL IMPACT:** None

**RECOMMENDED ACTION:**

- (1) Discuss and determine if additional revisions are needed.
- (2) Introduce Resolution No. 26-1336, renewing the Delegation of Authority with referenced updates.
- (3) If the introduction is unanimous, then (upon waiving of second consideration, motion, second, and vote) adopt Resolution No. 26-1336. If the introduction is not unanimous, bring it back to the next meeting.

**26-1336**

**RESOLUTION OF THE PORT OF PORT ANGELES RENEWING THE  
DELEGATION OF ADMINISTRATIVE AUTHORITY TO THE CHIEF  
EXECUTIVE OFFICER**

WHEREAS, under RCW 53.12.270, the Port Commission of the Port of Port Angeles is authorized to delegate to the Chief Executive Officer of the Port of Port Angeles such administrative powers and duties as the Commission may deem proper for the efficient and proper management of Port operations;

WHEREAS, the Delegation of Authority Resolution serves as the directive by which the Commission delegates certain authority, otherwise retained by the Commission, to the Port of Port Angeles Chief Executive Officer, and

WHEREAS, said Delegation must be revised periodically as circumstances require to ensure the Port is able to address its day-to-day operational needs; and

WHEREAS, state law and said Delegation require certain authority conferred to the Chief Executive Officer to be renewed on an annual basis;

WHEREAS, in Resolution No. 22-1262, Resolution No. 23-1282, and Res-24-1290 the Port Commission delegated to its Chief Executive Officer certain authority for the management and operations of the Port;

NOW THEREFORE BE IT RESOLVED that Resolutions 22-1262, 23-1282, and Res 24-1290 are hereby rescinded, and the Port of Port Angeles Delegation of Administrative Authority to the Chief Executive Officer, as set forth in **Exhibit A** attached hereto and by this reference incorporated herein, is adopted and renewed for the purpose of establishing the administrative authority of the Chief Executive Officer.

ADOPTED by the Port Commission of the Port of Port Angeles at a regular meeting thereof held this 24<sup>th</sup> day of February 2026.

**PORT OF PORT ANGELES  
BOARD OF COMMISSIONERS**

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Connie L. Beauvais, President

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Steve D. Burke, Vice President

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Colleen M. McAleer, Secretary

## **Delegation of Administrative Authority to the Chief Executive Officer**

### **I. Forward:**

A. The following policy is adopted by the Commission of the Port of Port Angeles for the purpose of establishing the administrative powers and duties of the Chief Executive Officer, who is responsible for Port operations. The Chief Executive Officer may delegate to Port personnel such administrative authority or reporting requirements herein established as is necessary and advisable in the efficient exercise of the Chief Executive Officer's powers and duties.

B. This policy shall not be interpreted to limit the duties or responsibilities of the Chief Executive Officer as those duties are determined from time to time by the Commission. In case of a short-term absence, the Chief Executive Officer may designate one or more senior Port staff to act in the place of the Chief Executive Officer with regard to the powers and duties herein. However, ultimate responsibility for all administration and Port operations rests with the Chief Executive Officer.

C. To implement delegations of authority to Port personnel, the Chief Executive Officer may promulgate policy and procedural manuals, monetary and budgetary directives, and other such documents as personnel position descriptions, affirmative action plans, safety manuals, etc., which shall provide a clear span of authority and responsibility to the designees of the Chief Executive Officer. Any delegation to Staff shall be in writing and will require periodic review/reauthorization by the Chief Executive Officer.

D. Any Commission directives or initiatives shall be made through the Chief Executive Officer and shall be made only by the Commission acting as a body of the whole. Those directives include, but are not limited to, the separately adopted travel policy, tariff schedules, financial guidelines, promotional hosting policy, and standard rental policy.

E. The phrase "administration and Port operations", as used herein, means the regular day-to-day business of the Port, including, but not limited to, operating, maintaining, and administering all of its properties, leasehold properties, facilities services and programs; including the implementation of construction work, alterations, repairs, maintenance, and improvements of the Port's real estate and physical facilities; and, the necessary planning incidental thereto; the conduct of financial accounting and legal matters as they relate to the Port's operation; the administration of all other operations which include personnel administration (*i.e.*, hiring, firing, salary and benefits, training, grievance procedures, task and project assignments, employee training and incentive programs, etc.); the execution and administration of contracts; publish legal notices; and, all other pertinent functions.

F. The Chief Executive Officer shall inform the Commission regarding significant information, incidents, and business transactions by methods agreeable to the Commission. The Chief Executive Officer shall report monthly to the Commission on those actions within this delegation. The Chief Executive Officer is the Port's managing official, appointed by the Commission, and serves as its representative. Nothing herein

should be construed in any way as abrogating the duties and responsibilities of the Commission.

**II. POLICY GOVERNING REAL PROPERTY AND THE PORT TERMINALS:**

A. Lease Arrangements: All real property when available for leasing shall, except as otherwise provided herein below, be leased only under an appropriate written lease instrument, executed by the Commission, and accompanied by a lease bond or other form of security in accordance with law. Further guidance to Port Staff concerning Lease rates, terms, and considerations is contained in the Port's Lease Policy. The Chief Executive Officer may execute short-term leases (terms of less than one year) subject to all the following conditions:

1. The appropriate lease surety must be in place consistent with statutory requirements and the Port's standard form of lease, except for State and Federal leases that require the use of the tenant's lease form as long as the content of the lease form does not materially change the Port's intent in its standard lease form.
2. The arrangements for short-term rental shall be evidenced by the Port's standard form of lease (except that any clearly inapplicable provision or provisions inconsistent with the policy herein set out shall be deleted from the standard form).
3. The amount of the rental shall be in accordance with the rental revenue standards adopted by the Commission for similar Port property of the same or similar class and type and devoted to similar uses.
4. The use to which the property may be put by the tenant shall be expressly stated and shall be in accordance with the use(s) as stated in the Port-approved lease.
5. The lease may not be renewed or otherwise extended beyond the initial term of less than one year without Commission approval.

B. Sublease Procedures: Leases, concession agreements, operating agreements, and related contracts between the Port and its tenants, concessionaires, and other parties shall include restrictions on the subleasing and require, at a minimum, the prior written consent of the Port Commission to such subleases. Provided however, and subject to the provisions of the lease or agreement, the Chief Executive Officer is authorized to grant consents to subleases which for the purposes hereof shall include sub operating agreements and sub concession agreements; given that there is less than one year remaining on the lease, has a similar use as adopted by the Commission for the same or similar Port property, the Lessee is not in default or "holdover" status and the material terms of the lease agreement are unchanged.

C. Other Lease Documents: The Chief Executive Officer is authorized to execute the following property instruments, subject to the terms specified herein:

1. Easements for purposes of utility installments to serve Port properties. Easements that may impact the Port's Strategic Plan, provide utility service to non-Port properties, or result in the Port incurring costs due to increasing capacity,

shall be reported to the Commission as part of the CEO's monthly Delegation of Authority Report.

2. Short-term agreements (less than one year) for the use of Port-owned equipment, airport hangars, marina slips, and storage areas, in keeping with the Port Lease and Property Use Policy.

3. Business Licenses and Licenses to Operate.

4. Aquatic land leases with the Washington State Department of Natural Resources to accommodate leasehold property leases consistent with the Port Management Agreement.

5. Binding site plans and short plats consistent with Port master plans in order to activate leasehold interests.

6. Changes in the name of the responsible party to the lease if all other conditions, including primary ownership, remain the same.

7. Lease assignments for purposes of collateral and lease assignments for purposes of a single airport condominium unit conveyance (change of ownership) where there is an established condominium association as the Lessee.

8. Response to estoppels and attornments.

D. Lease Renewals: The Chief Executive Officer is authorized to renew leases for terms of up to five years, provided such renewals are provided for in the basic lease; all other substantive terms of the lease remain unchanged; rental rate adjustments provided for in the lease are made; and the lessee is in good standing<sup>1</sup>. The Chief Executive Officer shall report the execution of any such lease option to the Commission as soon as practicable.

E. Lease Enforcement and Lease Terminations: The Chief Executive Officer, in coordination with legal counsel, is authorized to enforce all terms and conditions of Port leases. The Chief Executive Officer is authorized to issue all appropriate notices of default and/or notices of termination with regard to Port leases. The Chief Executive Officer is authorized to terminate any lease under the terms and conditions therein. Upon termination, the Chief Executive Officer is authorized to take all steps necessary to retake possession of the leasehold and recover for the Port all sums due to the Port pursuant to the lease and the law. The Chief Executive Officer shall keep the Commission informed of the status of lessees in default prior to issuing default or termination notices.

F. Realtors Compensation Program: The Chief Executive Officer is authorized to make payments for real estate services consistent with the Commission's adopted Lease and Property Use Policy and within the lease authority of Section II.A.

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1. A tenant in "good standing" is in FULL compliance with all obligations in their current or past lease agreements includes inter alia timely payment of rent, adherence to specific terms of lease (property usage, etc.), adherence to property boundaries, promotion of the Port, adherence to local/state/federal rules and regulations, adherence to Port regulations (notification of tenant improvements, permission, notice, etc.), and exercises good faith in its dealings with the Port.

**G. Lay Berth Agreements:** The Chief Executive Officer is authorized to execute Lay Berth Agreements, for a term not to exceed one year, to allow a vessel to berth on a daily or monthly basis at the Port's Terminals. The Chief Executive Officer shall keep the Commission informed of these agreements.

**H. Cargo Throughput, Log yard, and usage of Port Facilities Agreements:** The Chief Executive Officer is authorized to negotiate terms, conditions, and charges for services related to moving cargo across the Port's Terminals and Log yard which deviate from the published Tariff when (i) in the course of business it is necessary to deviate from the Tariff to capture new revenue or retain existing business relationships, and (ii) such agreements will not require the expenditure of any unbudgeted capital improvements or operating funds, and (iii) the term of the agreements shall not exceed one year. The Chief Executive Officer shall keep the Commission informed of these agreements.

**III. POLICY GOVERNING CONTRACTS FOR PERFORMANCE OF PUBLIC WORK:**

**A. Public Work Contract Awards:** The Chief Executive Officer shall have the responsibility for following all required statutory procedures in connection with all public work contracts as outlined in Chapter 39 RCW and Chapter 53 RCW. The Chief Executive Officer is authorized to carry out all procedures required by applicable statutes preliminary to the acts required to be performed by the Commission at an open meeting. The Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port public work contracts for \$75,000<sup>2</sup> or less so long as the expenditure is within the approved budget. In addition, the Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port, public work contracts for public work identified in a specific budgetary line item and where the contract price and all other charges do not exceed the amount authorized in that specific budgetary line item by more than ten percent (10%), but in no case in excess of a cumulative amount of \$75,000 on the project. Any contract awarded that does not exceed \$75,000 shall be reported to the Commission at the first regularly scheduled meeting of the following month.

**B. Emergency Public Work Contracts:** When any emergency shall require the immediate execution of a public work contract, the Chief Executive Officer, pursuant to the procedures of RCW 39.04.020 (as it now exists and as may be later amended), is authorized to make a finding of the existence of such emergency and execute any public work contract necessary to respond to the existing emergency, provided that the Chief Executive Officer shall, at the first Commission meeting following the Chief Executive Officer's finding) of the existence of an emergency, request Port Commission ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. Emergency contracts shall be filed with the

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2. For projects, where the cost of the work or improvement, including costs of materials, supplies and equipment, will not exceed the sum of \$40,000, Ports can use RCW 53.08.120.2(c) where no bids are required. The Port shall make its best effort to reach out to qualified contractors, including certified minority and woman- owned contractors.

commission and made available for public inspection within seven working days following the commencement of work or execution of the contract, whichever occurs first. Documented justification for emergency contracts shall be provided to the commission when the contract is filed. "Emergency" means a set of unforeseen circumstances beyond the control of the port that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. From the inception of any such emergency, the Chief Executive Officer shall continuously advise the Commission on the status of the emergency and the progress of any public work contracts executed to remedy it. Emergency public work contracts executed pursuant to the authority herein shall contain a clause which states that the contract is subject to ratification by the Commission and that if ratification does not follow, the contract shall terminate, and the Contractor shall be compensated for his work and materials used to the time of termination.

C. Change Orders: In the instances where public work contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Chief Executive Officer is authorized, without prior Commission approval, to execute individual change orders to the contract if the following conditions are met:

1. The estimated cost of the aggregate changes in plans and/or specifications and all other charges will not exceed the specific budgetary line item by \$75,000, or 10% of the last Commission-approved total.
2. The contract provides for the issuance of change orders.
3. Unless Commission retains its change order approval authority in the respective Commission approval of the original underlying contract.

D. Final Acceptance of Contracts: The Chief Executive Officer may give final acceptance of completed public works projects where the total cost does not exceed \$350,000.

#### **IV POLICY GOVERNING CONTRACTS FOR ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES, AND EMERGENCY SERVICES**

A. Items Acquired for Normal Maintenance and Operation in the Open Market: The Chief Executive Officer shall have the responsibility for following all required statutory procedures, where applicable, in connection with all contracts for the acquisition of utilities, materials, equipment, and supplies; provided, however, that where utilities, materials, equipment, and supplies are acquired on the open market or pursuant to published tariffs and used or are necessary in normal maintenance and operations of the Port, no prior approval shall be required but shall where appropriate be approved as a part of normal monthly expenses, and further, provided that in all cases where a statutory requirement exists for award of contracts following competitive bidding.

B. Budgeted Acquisitions or Acquisitions of \$75,000, or less: The Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port, contracts for materials, equipment, and supplies (where the acquisition does not meet the criteria of Section IV.A above) for \$75,000 or less so long as the expenditure is within the limits of overall budgetary constraints. In addition, the Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port, contracts for materials, equipment, or supplies identified in a specific approved budgetary line item and where the contract price does not exceed the amount authorized in that specific budgetary line item by ten percent (10%).

C. Emergency Contracts for Acquisition of Materials, Equipment, Supplies, and Services: When an emergency shall require the immediate acquisition of materials, equipment, supplies, and services, the Chief Executive Officer is authorized to make a finding of the existence of such emergency and execute any contract for acquisition of materials, equipment, supplies, and services (subject to the Port of Port Angeles Purchasing Procedure) necessary to respond to the existing emergency, provided that the Chief Executive Officer shall, at the first Commission meeting following the Chief Executive Officer's finding of the existence of an emergency, request Port Commission ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. From the inception of any such emergency, the Chief Executive Officer shall continuously advise the Commission on the status of the emergency and the progress of any public work contracts executed to remedy it. Emergency acquisition contracts executed pursuant to the authority herein shall contain a clause which states that the contract is subject to ratification by the Commission and that if ratification does not follow, the contract shall terminate, and the Contractor shall be compensated for work and materials used to the time of termination.

D. Performance of Work by Port Crews. The Chief Executive Officer is authorized to approve individual capital projects that are to be carried out by Port crews, or day labor, when deemed appropriate, when the total estimated cost for labor and materials does not exceed \$75,000. For projects that exceed \$40,000, the Port shall determine if contracting out construction would be less expensive than Port labor per RCW 53.08.135.

**V. POLICY GOVERNING ADJUSTMENT AND SETTLEMENT OF CLAIMS AND PENALTIES (EXCLUDING THOSE COVERED BY PARAGRAPH XIV):**

A. Procedure for Settling Claims: The Chief Executive Officer shall be responsible for the implementation of necessary procedures for the settlement of all claims, either against or on behalf of the Port. Procedures in the handling of such claims shall, at a minimum, include the following:

1. For the purpose of this Section, "claim" shall mean the assertion of any position, penalty, right, or responsibility by or against the Port, its Commissioners, or employees, but not including uncollectible accounts as covered in Section X.
2. No claims against the Port shall be considered unless and until proper written notice has been provided to the Port.

3. All claims for or against the Port may be processed in all respects (except for their final approval and payment) by the Chief Executive Officer or Legal Counsel.

4. Except as provided under Section V.B, no claims shall be finally approved for settlement except by the Commission and no claim shall be paid except as authorized by the Commission.

B. Chief Executive Officer's Authority to Settle Claims: The Chief Executive Officer may, with the written concurrence of legal counsel, negotiate and settle claim(s) asserted against the Port or claims asserted by the Port for an amount not to exceed \$25,000 after applying the Port's applicable insurance deductible amount; provided that the claim seeks only money damages. The settlement of any claim that personally names or assert a claim against a Commissioner, or an injunctive action against the Port, requires Commission approval. All claims over the amount of \$7,500 shall be reported to the Commission as soon as practicable.

**VI. POLICY GOVERNING ARRANGEMENTS FOR PROFESSIONAL AND CONSULTANT SERVICES:**

A. Chief Executive Officer's Authority: The Chief Executive Officer is authorized to contract for professional services with qualified architectural, engineering and technical testing and inspection firms licensed in the State of Washington, to provide such services as required for maintenance, preliminary engineering work, and small projects, and for similar purposes reasonably required in connection with public works. The procurement of and payment for professional services shall be accomplished in accordance with RCW 39.80. The aggregate cost for the professional and consulting services shall not exceed \$75,000 and shall not exceed the amount authorized in that specific approved budgetary line item by ten percent (10%).

B. Amendments: In the instances where professional service contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Chief Executive Officer is authorized, without prior Commission approval, to execute individual amendments to the contract if all the following conditions are met:

1. The estimated cost of the aggregate changes and all other charges will not exceed the specific approved budgetary line item, \$75,000 or 10% of the original Commission-approved contract amount.

**VII. POLICY GOVERNING CONTRACTS FOR PERSONAL SERVICES:**

A. Chief Executive Officer's Authority: The Chief Executive Officer is authorized to contract for personal services. "Personal service" means professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement which may not reasonably be required in connection with a public works project meeting the definition in \*RCW 39.04.010(4). "Personal service" does not include purchased services as defined under RCW 53.19.010(8) or professional services procured using the competitive selection requirements in chapter

39.80 RCW. The procurement of and payment for and personal services shall be accomplished in accordance with RCW 53.19.090 and RCW 53.19.080. The personal services contract amount shall not exceed \$75,000 and shall not exceed the amount authorized in that specific approved budgetary line item by ten percent (10%).

B. Exceptions. Pursuant to RCW 53.19.020, all personal service contracts shall be entered into pursuant to competitive solicitation, except for:

- (1) Emergency contracts;
- (2) Sole source contracts, as defined in Section VII. C herein below;
- (3) Contract amendments;
- (4) Contracts between a consultant and a port of less than \$50,000 dollars. However, contracts of \$50,000 or greater but less than \$200,000 shall have documented evidence of competition. Ports shall not structure contracts to evade these requirements;
- (5) Other specific contracts or classes or groups of contracts exempted from the competitive solicitation process by the commission when it has been determined that a competitive solicitation process is not appropriate or cost-effective, including those listed in Section VII B (6) herein below.
- (6) The Port Commission exempts the following services from competitive bid process as allowed by RCW 53.19.20 since the Commission deems competitive solicitation process is not appropriate for services that deal with high-risk areas, special education, and unique experience: Human resource, legal, information technology, marketing, project management, writing, accounting, financial, lobbyist, or bookkeeping services.

C. Sole Source Contracts<sup>4</sup> The Chief Executive Officer is authorized to execute sole source contracts for personal services in an amount not to exceed \$75,000. For purposes of this section, and as provided in RCW 53.19.010, "sole source" means a consultant providing professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the consultant. The documented justification shall include evidence that the port attempted to identify potential consultants. The Chief Executive Officer shall inform the Commission at the first regularly scheduled meeting of the following month of all actions undertaken under this section without prior Commission approval. Prior to a sole source contract being extended, the Port shall re-visit and confirm if the justification continues to apply and be valid.

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4. Pursuant to RCW 53.19.040, sole source contracts shall be filed with the Commission and made available for public inspection prior to the proposed starting date of the contract. Documented justification for sole source contracts shall be provided to the Commission when the contract is filed to ensure that the costs, fees, or rates negotiated are reasonable.

In addition, pursuant to RCW 53.19.040, sole source contracts shall be filed with the Commission and made available for public inspection prior to the proposed starting date of the contract. Documented justification for sole source contracts shall be provided to the Commission when the contract is filed. Sole source contracts which exceed the amount of \$75,000 dollars Commission approval and must be supported by documented justification. The Commission shall ensure that the costs, fees, or rates negotiated in filed sole source contracts that exceed \$75,000 dollars are reasonable.

**D. Amendments:** In the instances where personal service contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Chief Executive Officer is authorized, without prior Commission approval, to execute individual amendments to the contract if all the following conditions are met:

1. The estimated cost of the aggregate changes and all other charges will not exceed the specific approved budgetary line item, \$75,000 and 10% of the original Commission-approved contract amount, and
2. If the value of the amendment or amendments to a personal service contract, whether singly or cumulatively, exceeds fifty percent of the value of the original contract, the contract amendment must be filed with the commission and made available for public inspection prior to the proposed starting date of services under the amendment, pursuant to RCW 53.19.060.

**E. Changes In The Scope Of Work.** In the event of substantial changes in the contract's scope of work, or substantial additions to the scope of work as specified in the formal solicitation document, the changes shall be submitted to the commission for a determination as to whether the change warrants the work to be awarded as a new contract.

**F. Emergency Contracts.** When any emergency shall require the immediate execution of a professional or personal services contract, the Chief Executive Officer, pursuant to the procedures of 53.19.030 (as it now exists and as may be later amended), is authorized to make a finding of the existence of such emergency and execute any such contract necessary to respond to the existing emergency, provided that the Chief Executive Officer shall file such emergency contracts with the commission and made available for public inspection within seven working days following the commencement of work or execution of the contract, whichever occurs first. Documented justification for emergency contracts shall be provided to the Commission when the contract is filed.

**VIII. POLICY GOVERNING TRAVEL OF EMPLOYEES AND OTHER AUTHORIZED REPRESENTATIVES OF THE PORT:**

**A. Chief Executive Officer's Authority:** To facilitate necessary normal Port operations, the Chief Executive Officer may authorize travel by Port employees and/or other Port representatives for Port business, in accordance with the Port's Travel Policy adopted pursuant to RCW 53.08.176 and RCW 42.24.090 and per Port Resolution 24-1304. Reimbursable personal travel expenses per trip shall not exceed \$5,000 per person without advance approval by the Commission.

B. The Commission shall be advised at the first regularly scheduled meeting of the following month of all such authorizations for travel outside of Washington, Oregon, Idaho, and British Columbia, Canada.

C. Commissioner international travel, outside of British Columbia, Canada, requires approval by the Commission.

D. The Port's Auditor will be responsible for ensuring full compliance with applicable statutes, regulations, and Port policies and procedures governing expense reimbursement by employees, Port Commissioners, and representatives of the Port. Per RCW 53.08.176, the port district shall adopt a resolution establishing basic rules and regulations governing employee reimbursements, use of credit cards, allowable per diem that does not exceed the United States General Services Administration's per diem rates, and other procedures.

**IX. EXPENDITURES FOR TRADE PROMOTION AND PROMOTIONAL HOSTING:**

A. The Chief Executive Officer will report proposed expenditures covering industrial development, trade promotion, and promotional hosting as provided in RCW 53.36.120 to the Commission as part of the annual budget adoption. Expenditures proposed for promotional hosting shall be limited as provided in RCW 53.36.130.

B. Port staff and representatives responsible for industrial development, Promotional hosting, and trade promotion, and authorized to host under the Delegation of Authority Policy, are authorized to make expenditures for promotional hosting of all appropriate Port activities, subject to all of the provisions of the Promotional Hosting policy per Port Resolution 22-1263.

C. Commission hosting requires prior approval by the Commission.

**X. POLICY GOVERNING STAFF AND EMPLOYEE ADMINISTRATION:**

A. Chief Executive Officer's Authority: The Chief Executive Officer shall have the authority to manage all personnel matters for Port employees, which includes hiring, firing, training, grievance procedures, employee benefits, and administration of the employee salary schedule and incentive programs. The Chief Executive Officer shall carry out these responsibilities according to the state and local guidelines and policies and within overall budgetary constraints. The Chief Executive Officer will inform the Commission of actions being taken in the event that the action may result in public notice or litigation.

**XI. POLICY GOVERNING CHIEF EXECUTIVE OFFICER'S AUTHORITY FOR PROPERTY ACQUISITIONS AND SALES:**

A. Chief Executive Officer's Authority: When the Port Commission authorizes the acquisition of real property by purchase or condemnation, the Chief Executive Officer shall take all necessary steps, including the securing of appraisals, to secure the title of such property for the Port. Acquisition price of individual properties (or ownerships) shall in no case exceed the Port's appraisal by ten percent (10%), nor shall the total price paid for all properties exceed the estimates of the Port.

Commission's authorization without further specific Commission authorization.

B. Execution of Documents of Sale: The authorization for the sale of real property is reserved to the Commission. When the Commission authorizes the sale of real property, the Chief Executive Officer shall take all necessary steps to complete the transaction, including, but not limited to, accepting deposits, opening escrow, and signing all necessary documents, and taking all steps to obtain Commission approval to surplus the property and to update the Port's Comprehensive Scheme of Harbor Improvements.

**XII. POLICY GOVERNING DISPOSITION OF UNCOLLECTIBLE ACCOUNTS:**

A. Definition of "Write-off": The term "write-off" means the adjustment of the accounting records of the Port to reflect the fact that the account is uncollectible in the normal course of operations. The Chief Executive Officer may authorize Legal Counsel to initiate or continue with legal action to collect an account without regard to whether the account has been written off the accounting records of the Port.

B. Procedures: The Chief Executive Officer is authorized to establish procedures for and to write off any uncollectible account \$1,000 or less subject to the following general guidelines and in accordance with RCW 19.16.500:

1. Prior to writing off any account receivable or uncollectible, the Chief Executive Officer shall be satisfied that every reasonable effort has been made by the Port to accomplish the collection of the account.

2. The Chief Executive Officer may, as appropriate, authorize legal action in the proper court of law or assign the account to a collection agency while keeping the Commission informed. If, after attempting all normal account collections procedures, an account remains uncollectible after 180 days, the Chief Executive Officer may write off the account.

3. Any account in excess of \$1,000 that is deemed to be uncollectible shall be referred to the Commission for final write-off.

**XIII. POLICY GOVERNING LEASE SURETY, SURETY BONDS, RENTAL DEPOSITS, AND INSURANCE POLICIES:**

A. Authority of the Chief Executive Officer: The Chief Executive Officer or his designee is delegated authority to take all necessary actions on behalf of the Commission in connection with lease surety, lease surety bonds, assignments of accounts, rental deposits, or insurance coverage required pursuant to any leases of the Port, including any of the following actions:

1. Where the lease is not in default, to release any surety, surety bond, or rental deposit where an adequate substitute surety or rental deposit has been provided. To approve any surety, surety bond, rental deposit, certificate of insurance, or insurance policies submitted in fulfillment of the requirements of any lease, including substitute or replacement coverage for any terminated bond, surety, or rental insurance.

2. To approve any substitute or modifications of surety or insurance coverage, and to release any surety or insurance company when substitute or replacement insurance coverage has been provided in connection with any outstanding lease of the Port.

**XIV. POLICY GOVERNING SALE OF PROPERTY:**

A. Sale of Property: The Chief Executive Officer is authorized, pursuant to RCW 53.08.090, to sell and convey surplus real and personal property of the Port subject to the following conditions being met:

1. The market value of the real or personal property is less than \$23,340.
2. Prior to any such sale or conveyance, the Chief Executive Officer shall itemize and list the property to be sold and make written certification to the Commission that the listed property is no longer needed for Port purposes.
3. Offers for purchase are solicited from at least three (3) parties, whenever possible.
4. Any large block of such property having a value in excess of \$23,340 shall not be divided into components of a lesser value and sold unless done so by public competitive bid.
5. Real property which is part of the comprehensive plan of improvement or modification thereof shall not be disposed of until the comprehensive plan has been modified pursuant to RCW 53.20.010 and until such property is found to be surplus to Port needs.

B. The sale of surplus personal property to Port officials or employees shall be restricted to public auctions or consignment for bid, where the process is managed by a third-party vendor, and all interested parties have equal opportunity in the bidding process.

C. The Chief Executive Officer shall itemize and list the personal property to be disposed of and shall make a written certification to the Commission that the listed property was no longer needed for Port District purposes.

1. If the Chief Executive Officer is unable after reasonable effort to dispose of the surplus property by sale, either through a publicly advertised competitive bidding process or sale by negotiation, the Chief Executive Officer may dispose of surplus personal property by donation to a Clallam County tax-exempt organization, municipal corporation, tribal government or by delivery to the local transfer station or recycling center.

2. If a single item of personal property has an estimated value of \$200 or less, and the Chief Executive Officer reasonably determines that the expense of disposing of the property by sale exceeds any benefit the Port may receive from the sale, the Chief Executive Officer may dispose of the property by donation to a Clallam County tax-exempt organization, municipal corporation, tribal government or by delivery to the local transfer station or recycling center.

**XV. POLICY GOVERNING INVESTMENT OF TEMPORARILY IDLE PORT FUNDS:**

A. Authority of the Chief Executive Officer: For purposes of this Section, "Temporarily Idle Port Funds" shall mean those funds which are not required for immediate expenditure. In accordance with the Port of Port Angeles Investment Policy, the Chief Executive Officer is authorized to direct the investment of temporarily idle Port funds. These directives shall permit, but shall not be limited to, investments in authorized government securities, sale of such investments, and necessary interfund transfers. A summary report of all investments, sales, and interfund transfers shall be provided to the Commission monthly.

**XVI. LITIGATION:**

A. Management and Supervision of Litigations: The Chief Executive Officer and the Port's Legal Counsel shall be responsible for the procedures necessary for management and supervision of all litigation in which the Port has an interest, direct or indirect. For purposes of this section, "litigation" shall mean the assertion or potential assertion of any position, right, or responsibility by or against the Port, including actions which have been filed in any court or any *quasi-judicial* or administrative forum.

B. Special Legal Services: The Chief Executive Officer, on consultation with the Port's Legal Counsel, is authorized to retain other such special counsel at fees as may be negotiated to assist in the handling of any claims, litigation, or other matters necessary to attend to the legal affairs of the Port, within overall budgetary constraints.

C. Engagement of Experts: The Chief Executive Officer may engage or cause to be engaged through Legal Counsel, such experts as may be necessary for the orderly support of claims or litigation in which the Port has a direct or indirect interest. Such engagement shall be upon authorization given by Legal Counsel after having satisfied themselves that such expenditure is necessary to the adequate preparation and representation of the Port's position in such litigation or claim and shall, wherever practicable, include evaluation of the litigation or claim and an estimate of the probable cost of such experts.

D. Consultation with Commission: In instances of litigation in which the value has, or is likely to exceed \$25,000, the Chief Executive Officer will, in conjunction with the Port's Legal Counsel, consult with the Commission regarding strategy and the economic impact of litigation.

**XVII. POLICY GOVERNING INTERLOCAL AGREEMENTS FOR USE OF PORT PROPERTY FOR TRAINING PURPOSES AND EVENT SITE USE AGREEMENTS FOR ONE-DAY EVENTS:**

A. Chief Executive Officer's Authority: The Chief Executive Officer is authorized to execute agreements with other public agencies for purposes of conducting training exercises related to police, fire, and public health and safety issues. Additionally, the Chief Executive Officer is authorized to execute event and site use agreements with organizations for up to 3-day non-political events conducted by the

organizations on Port property.

**XVIII. CONFIDENTIALITY AGREEMENTS.**

A. The Chief Executive Officer shall have the authority, upon concurrence of the Port's Legal Counsel, to execute confidentiality and nondisclosure agreements; provided, however, said agreements shall comply with the requirements of Washington's Public Records Act, Chapter 42.56 RCW.

**XIX. COLLECTIVE BARGAINING AGREEMENTS**

A. The Chief Executive Officer shall have the authority to enter into non-material amendments to Collective Bargaining and related Agreements with represented Port employees. These amendments shall not cost the Port more than \$25,000 per year. Collective Bargaining Agreements must conform to the restraints outlined in RCW 53.18.060. The Chief Executive Officer shall inform the Commission at the first regularly scheduled meeting of the following month of all actions undertaken under this section without prior Commission approval.

**XX. APPLICATION FOR AND ACCEPTANCE OF GRANTS**

A. The Chief Executive Officer is authorized to pursue and accept on behalf of the granting agency, without prior referral to the Commission, all grant and loan opportunities, when the Grantor does not require official Commission action, under the following conditions:

1. The program(s) or project(s) to be funded by the grant or loan opportunity are listed in the Port Commission's adopted annual operating budget, capital investment plan, or strategic plan; or
2. When the program(s) or project(s) to be funded by a grant or loan opportunity are not listed in the documents noted in Paragraph A.1 above, the grant or loan may still be pursued and accepted provided the grant or loan does not require the Port to contribute new agency money (even if reimbursed) exceeding \$75,000, or that result in increased operating expenses of \$75,000 annually.

B. The Chief Executive Officer shall notify the Commission of the purpose, amount, duration, and associated obligations of any grant or loan application and award at the first regularly scheduled meeting of the month after the application is made. If, upon review, the Commission determines the grant application is not in the best interest of the agency, then it may direct the Chief Executive Officer to rescind the application.

**XXI. INSURANCE POLICIES:**

A. The Chief Executive Officer is authorized to negotiate and obtain appropriate policies of insurance to cover Port property, liability, employee coverage, and other areas appropriately included within a comprehensive insurance program. The Chief Executive Officer is authorized to approve from time-to-time changes or modifications within the policies of insurance including programs to provide self-

insurance or deductible provisions so long as such programs are promptly and regularly reported to the Commission so that they are kept informed of basic changes in the overall insurance program of the Port.

**XXII. CHIEF EXECUTIVE OFFICER DELEGATION OF AUTHORITY**

A. The Chief Executive Officer has the authority to assign a delegate to act with the Chief Executive Officer's full delegation of authority, in the Chief Executive Officer's absence from the Port district jurisdiction exceeding 24 hours.

B. The Commission retains the authority to appoint an authorized delegate for the Chief Executive Officer under the following conditions:

1. If the Chief Executive Officer is absent from the Port district jurisdiction exceeding 24 hours, and
2. The Chief Executive Officer has not already delegated the Chief Executive Officer's full authority to a delegate for that absence, and
3. If said delegation is necessary for the orderly and efficient continuation and exercise of Port business, as determined by the Commission in its sole discretion.



**REGULAR COMMISSION MEETING**  
**Tuesday, January 27, 2026, at 9:00 am**  
**338 W. First St, Port Angeles, WA 98362**  
**MINUTES**

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

Connie Beauvais, Commissioner

Steve Burke, Commissioner

Colleen McAleer, Commissioner

Paul Jarkiewicz, Chief Executive Officer

Chris Hartman, Director of Engineering

Jennifer Baker, Director of Finance & Admin

Caleb McMahon, Director of Econ & Dev.

Martin Marchant, Marine Trades Manager

Katharine Frazier, Grants & Gov Affairs Mgr.

Jenna Riley, Clerk of the Board

Amanda Saiz, Business Support Specialist

**I. CALL TO ORDER / PLEDGE OF ALLEGIANCE (0:00-1:42)**

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

**II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (1:43-4:34)**

Robert Beausoleil of Port Angeles spoke on the Port Angeles Salmon Club and the annual Salmon Derby that will be held on Memorial Day Weekend. Mr. Beausoleil thanked the commission for considering sponsorship and requested assistance with parking for the Derby.

**III. APPROVAL OF AGENDA (4:35-6:24)**

- Motion to approve the agenda as amended: Comm. McAleer
- 2<sup>nd</sup>: Comm. Burke
- Vote: 3-0 (Unanimous)

**IV. WORK SESSION (32:31-50:41)**

A. December 2025 Financial Report

- Presentation: Jennifer Baker
- Discussion
- No Action

**V. APPROVAL OF CONSENT AGENDA (50:42-52:25)**

A. Regular Commission Meeting Minutes – January 13, 2026

B. Vouchers in the amount of \$436,234.79

- Discussion
- Motion to approve the consent agenda as amended: Comm Beauvais
- 2<sup>nd</sup>: Comm. McAleer
- Vote: 3-0 (Unanimous)

**VI. COMPLETION OF RECORDS (52:26-1:17:34)**

A. 4<sup>th</sup> Quarter Operations Report

- Discussion
- No Action. Report briefing to continue on February 10, 2026, beginning at the PABH Occupancy

**VII. PLANNING AND CAPITAL PROJECTS**

No items

**VIII. LOG YARD**

No items

**IX. MARINE TRADES AND MARINE TERMINALS**

No items



## **X. PROPERTY (1:17:35-1:21:20)**

- A. Item for Consideration – Commercial Lease with Angeles Communications, Inc.
  - Presentation: Caleb McMahon
  - Discussion
  - Motion to authorize the Chief Executive Officer to approve the new Angeles Communications lease beginning March 1, 2026, and waive the financial security requirement pursuant to RCW 53.08.085: Comm. McAleer
  - 2<sup>nd</sup>: Comm. Burke
  - Vote: 3-0 (Unanimous)
  
- B. Item for Consideration – Public Bid on Property
  - Presentation: Caleb McMahon
  - Discussion
  - Motion to authorize the Chief Executive Officer or his delegate to take such action as is required to acquire property strategic to the Port's economic mission by public bid within the next 30 days: Comm. Burke
  - 2<sup>nd</sup>: Comm. Beauvais
  - Vote: 3-0 (Unanimous)

## **XI. MARINAS**

No items

## **XII. AIRPORTS**

No items

## **XIII. OTHER BUSINESS (6:25-32:30 – Items A-C) (1:21:21-1:28:54 – Items D-E)**

- A. Item for Consideration – Sequim Logging Show Sponsorship
  - Presentation: Katharine Frazier
  - Discussion
  - Motion to authorize the Chief Executive Officer to provide sponsorship in the amount of \$3,000.00 for the Sequim Logging Show: Comm. McAleer
  - 2<sup>nd</sup>: Comm. Beauvais
  - Vote: 3-0 (Unanimous)
  
- B. Item for Consideration – Port Angeles Salmon Club Sponsorship
  - Presentation: Katharine Frazier
  - Discussion
  - Motion to authorize the Chief Executive Officer to waive launch fees and parking for the Salmon Derby weekend on Memorial Day weekend and to provide an After-Action Report to the Commissioners: Comm. Burke
  - 2<sup>nd</sup>: Comm. Beauvais
  - Vote: 3-0 (Unanimous)
  
- C. Item for Consideration – Sponsorship of the 2026 American Forest Resource Council (AFRC) annual meeting.
  - Presentation: Katharine Frazier
  - Discussion
  - Motion to authorize the Chief Executive Officer to provide sponsorship for the American Forest Resource Council (AFRC) annual meeting in the amount of \$1,000.00: Comm. Beauvais
  - 2<sup>nd</sup>: Comm. McAleer
  - Vote: 3-0 (Unanimous)



- D. Item for Consideration – Delegation of Authority Updates & Renewal, Res 26-1336
  - Presentation: Paul Jarkiewicz & Carolyn Lake
  - Discussion
  - No Action. Item to be tabled until next meeting
- E. Item for Discussion – Proclamation: Golden Jubilee Anniversary for the Sequim Bay Yacht Club
  - Presentation: Comm. McAleer
  - Discussion
  - No Action – Comm. McAleer requested that this item be presented as a Port Resolution on March 10, 2026, when the Sequim Bay Yacht Club presents to the Commission

**XIV. ITEMS NOT ON THE AGENDA (1:28:55-1:29:04)**

No items

**XV. COMMISSIONER REPORTS (1:29:05-1:30:49)**

Comm. Beauvais spoke on attending the Tsunami Preparedness events on 01/20/26.

**XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (1:30:50-1:30:58)**

None

**XVII. FUTURE AGENDA (1:30:59-1:31:30)**

**XVIII. NEXT MEETINGS**

- A. February 10, 2026 – Regular Commission Meeting
- B. February 24, 2026 – Regular Commission Meeting
- C. March 10, 2026 – Regular Commission Meeting
- D. March 24, 2026 – Regular Commission Meeting

**XIX. UPCOMING EVENTS**

- A. January 29-30, 2026 – NWMTA Winter Meeting, Port of Portland, OR
- B. January 30, 2026 – February 7, 2026: Seattle Boat Show, Seattle, WA
- C. February 5-6, 2026 – WPPA Port Day, Olympia, WA
- D. February 21-22, 2026 – Northwest Aviation Conference, Puyallup, WA
- E. March 4-6, 2026 – American Association of Port Authorities (AAPA) Legislative Summit, Washington, DC

**XX. EXECUTIVE SESSION (1:31:31-1:31:34)**

No Executive Session was held



**XXI. ADJOURN (1:31:35-1:31:43)**

Comm. Beauvais adjourned the meeting at 10:31 am.

PORT OF PORT ANGELES  
BOARD OF COMMISSIONERS

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Connie Beauvais, President

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Colleen McAleer, 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 January 22, 2026 – February 4, 2026**

**CERTIFICATION**

**Accounts Payable**

	Begin	End	
	Check #	Check #	
<b>For General Expenses and Construction</b>			
Accts Payable Checks (computer)	420114	420157	\$ 201,403.78
Voided/Zero Payable	420134, 420138, 420139		\$ -
Accts Payable ACH	006892	006933	\$ 151,659.76
VOIDED/ZERO PAYABLE ACH			\$ -
Wire Transfer - Expenses			\$ 803.92
Wire Transfer - Excise Tax			\$ 4,767.27
Wire Transfer - Leasehold Tax			\$ 184,978.00
<b>Total General Expenses and Construction</b>			<b>\$ 543,612.73</b>

**Payroll**

Employee Payroll Checks PPD (Direct Deposit)	006827	006891	\$ 124,732.63
Voided Payroll Check	006854, 006869, 006881		\$ -
Wire Transfer - (Payroll Taxes, Retirement, Deferred Comp, L&I, PFML)			\$ 132,103.11
<b>Total Payroll</b>			<b>\$ 256,835.74</b>
<b>Total General Exp &amp; Payroll</b>			<b>\$ 800,448.47</b>

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](mailto:jenniferb@portofpa.com)

**CONTINUED FROM JANUARY 27, 2026  
COMMISSION MEETING**

**REPORT TO THE BOARD OF PORT COMMISSIONERS  
4th QUARTER 2025**

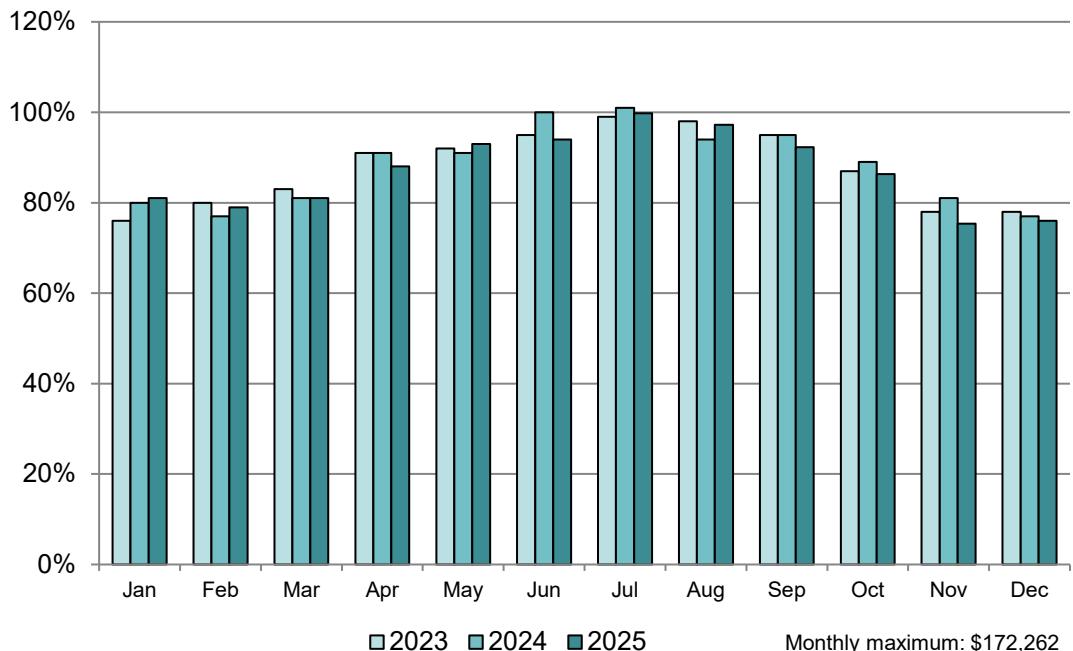
**QUARTERLY OPERATIONS REPORT**

REPORT	NO ACTION	ATTACHED
Rental Property Occupancy		X Completed Review 1/27/26
Travel Approved Within WA, OR, ID, and BC, Canada		X Completed Review 1/27/26
Marina and Boat Yard Operations		X Completed Review 1/27/26
Port Angeles Boat Haven Occupancy		X
John Wayne Marina Occupancy		X
Marine Terminal Operations		X
Marine Terminal Utilization		X
Log Yard Operations		X
Log Yard Loads		X

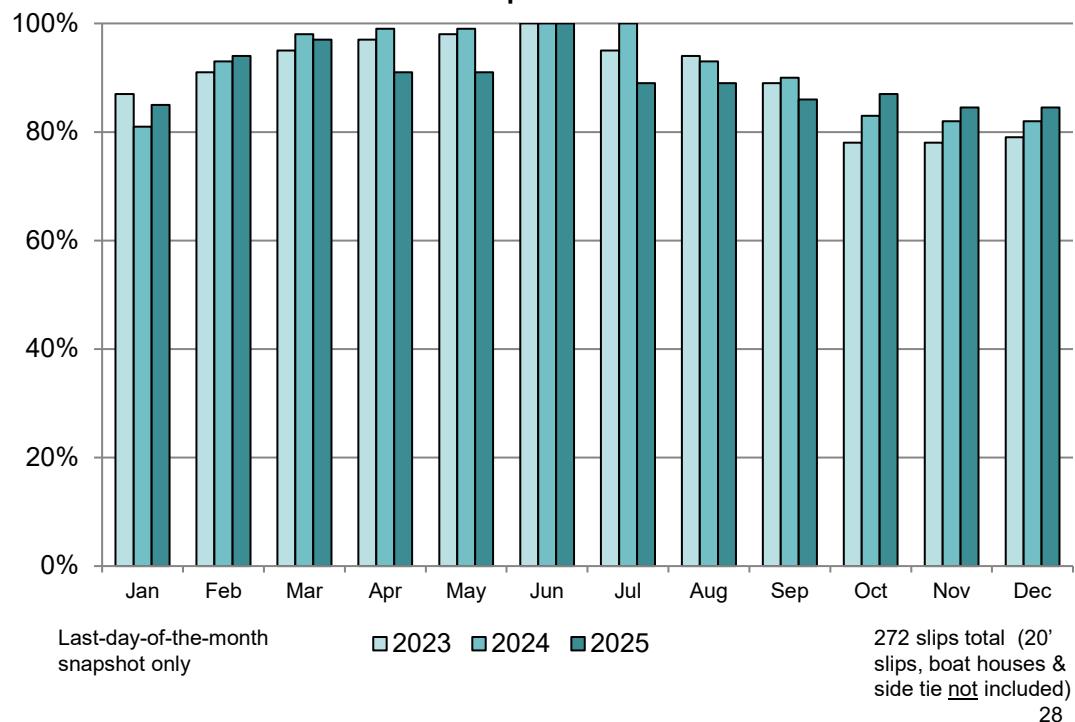
# PABH Occupancy

+

## Revenue Based

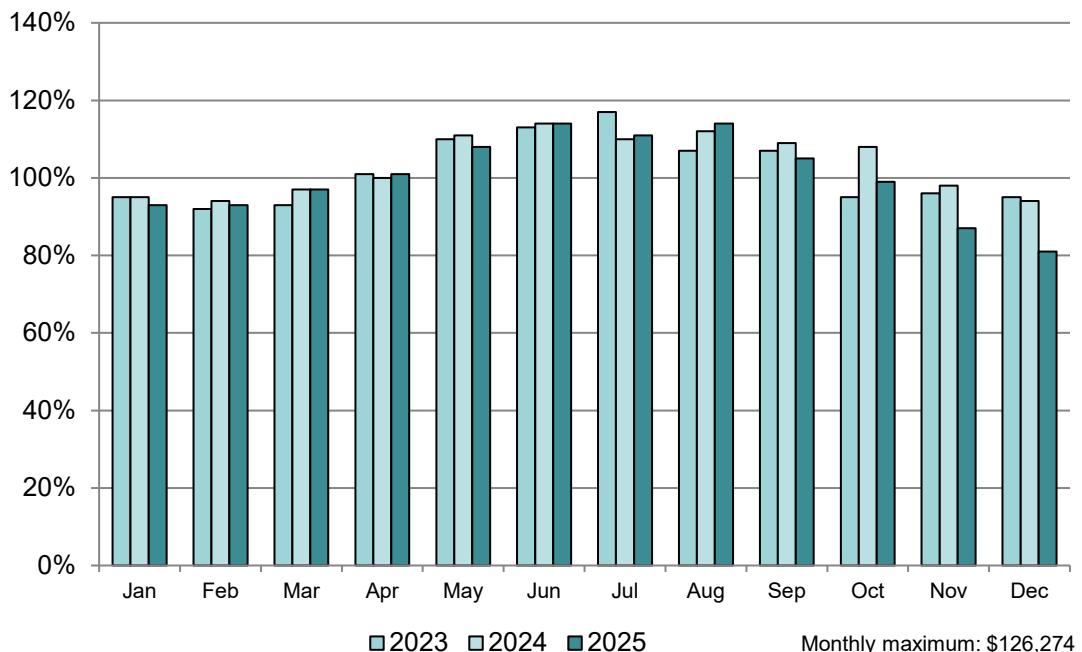


## Slip Based

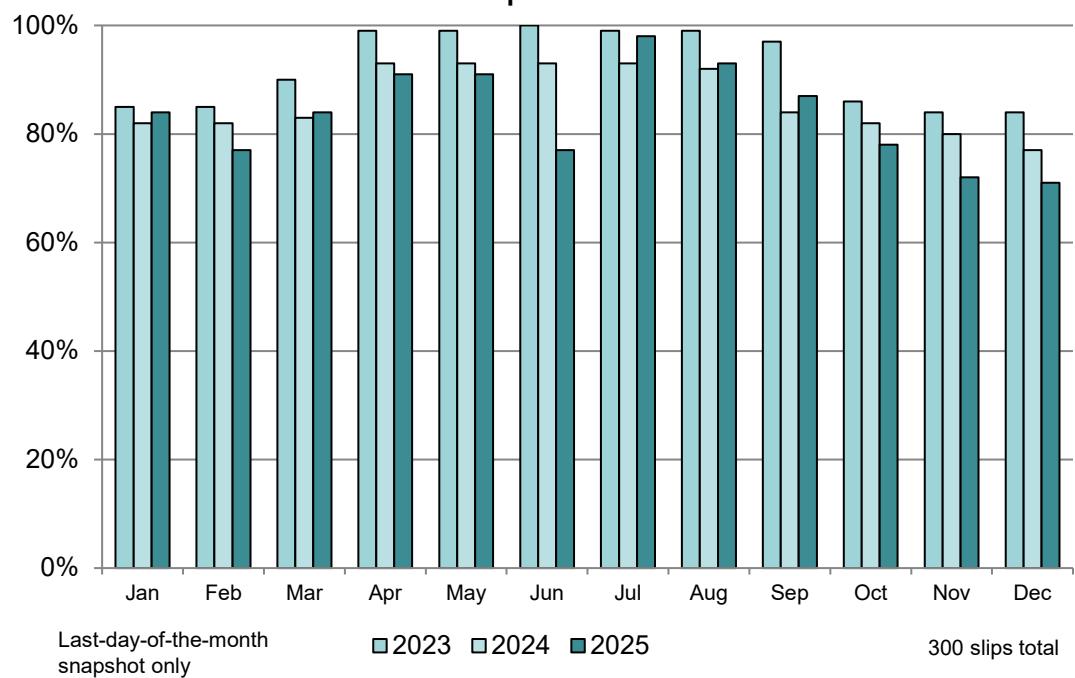


# JWM Occupancy

Revenue Based



Slip Based



**REPORT TO THE BOARD OF PORT COMMISSIONERS**  
**MARINE TERMINAL OPERATIONS**  
**Q4 2025**

**Terminals #1 & #3**

**Q4 2023**

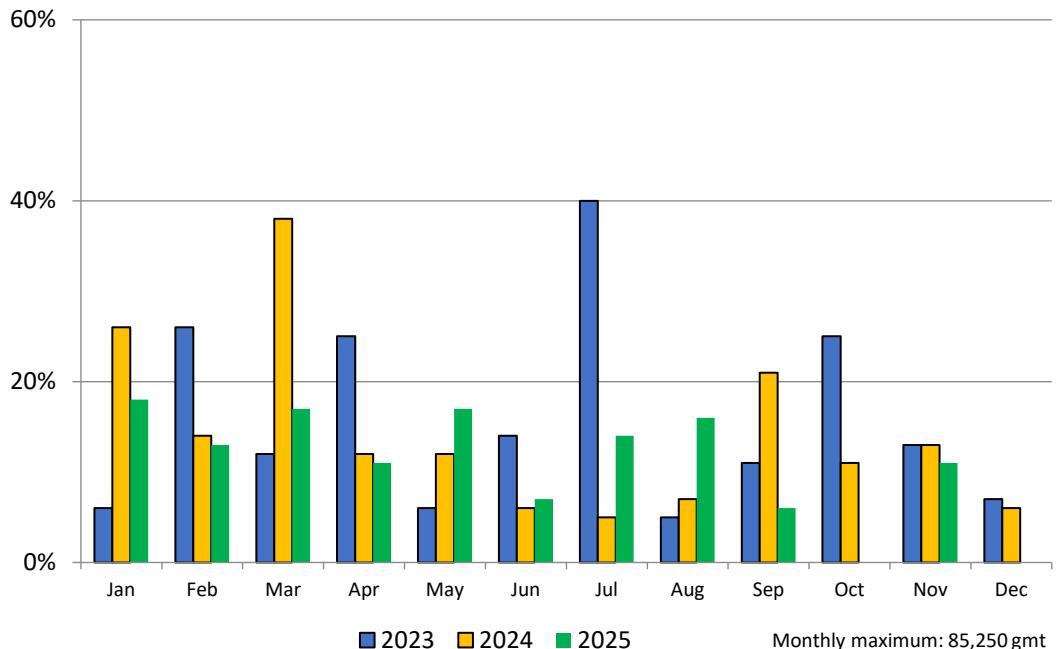
**Q4 2024**

**Q4 2025**

<b>Terminal Activity</b>			
Repair Vessels - Tanker	3	0	0
Repair Vessels - Other+	7	3	5
Cargo Vessels - Log Ship	1	0	0
Cargo Vessels - Chip Barges	3	5	2
Tug (Assist) Vessels	7	2	43
Other (lay berth)	10	11	10
<b>TOTAL # VESSELS</b>	<b>31</b>	<b>21</b>	<b>60</b>
<b>TOTAL # DOCK DAYS</b>	<b>162</b>	<b>278</b>	<b>237</b>

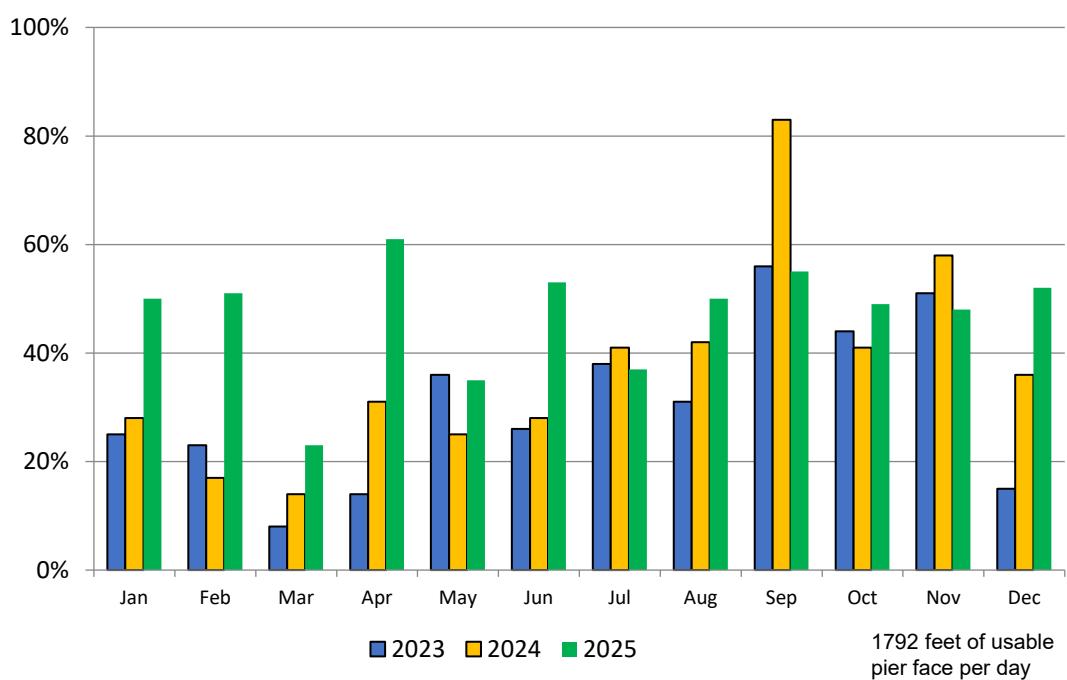
# T1/T3 Utilization

## T3 Cargo Capacity vs. Actual



Monthly maximum: 85,250 gmt

## T1/T3 Commercial Dockage Utilization Rate



1792 feet of usable pier face per day

**REPORT TO THE BOARD OF PORT COMMISSIONERS**  
**LOG HANDLING OPERATIONS**  
**As of 4th Quarter 2025**

Log Handling	4th Quarter	4th Quarter	4th Quarter
	2023	2024	2025
<b>Log Operation:</b>			
Dumped Loads**	851	0	
Decked Loads	3,365	2,961	3,826
Green Crow Roll Out - Camp Run	450	323	315
<b>T-7 Container Operations</b>			
# Containers Loaded	502	671	834
<b>T-7/T-5 Log Operations-Discharge (Inbound/DeWater)</b>			
# of Barges	109	100	66
# Barge Loads	5,038	5,403	5,017
# DeWater Loads	1,648	2,480	317
<b>TOTAL LOADS</b>	11,854	11,838	10,309

\*\*LOADS DOWN AS ROUNDBOOM (DUMPED LOADS)

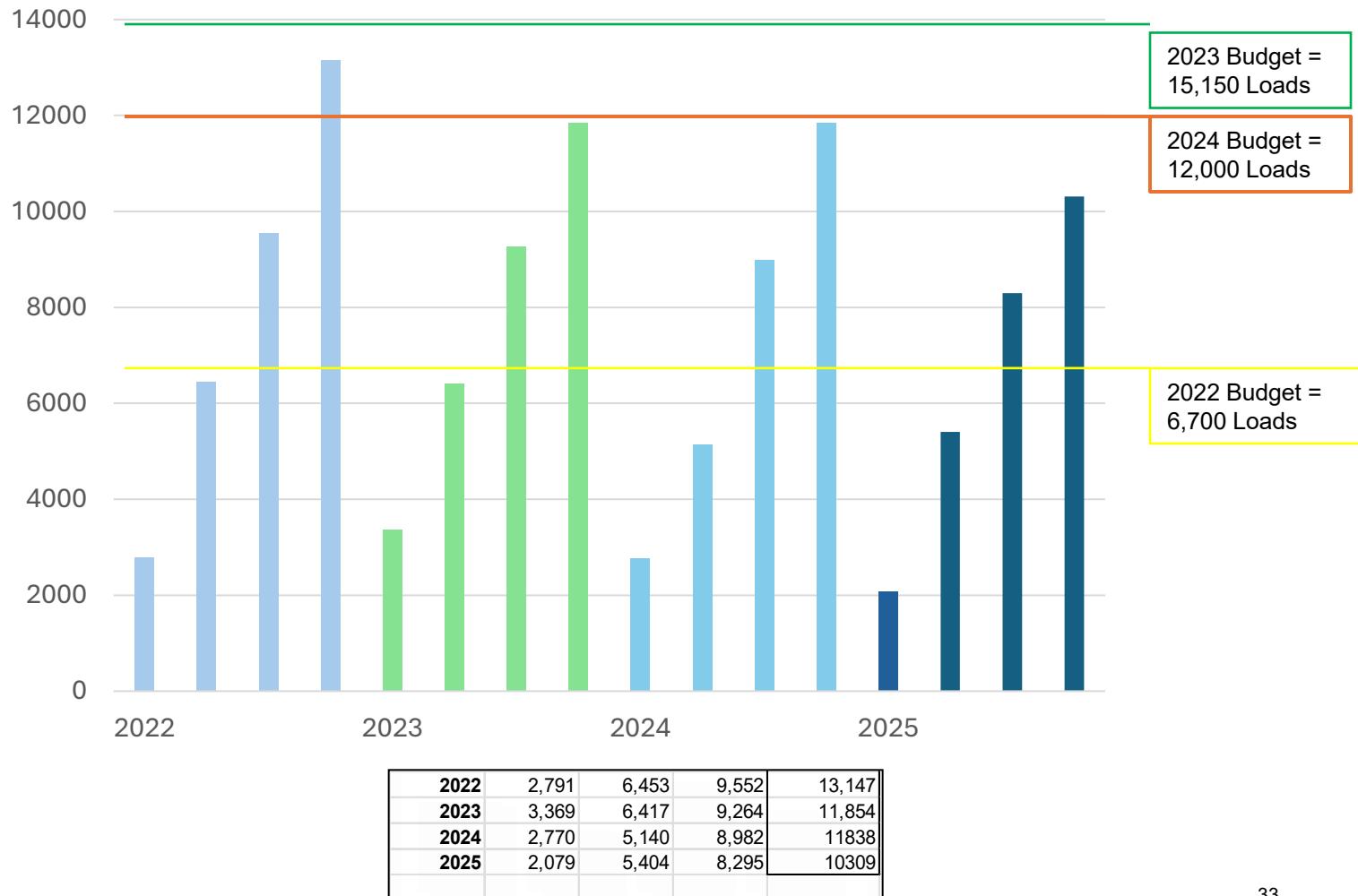
Inbound	Inbound	Inbound
33 - PA Hardwood	45 - PA Hardwood	28 - PA Hardwood
1 - Interfor	0 - Interfor	0 - Interfor
1 - Hermann	0 - Herman	0 - Herman
3 - Alta	8 - Alta	11 - Alta
2 - Zoeffel	1 - Zoeffel	0 - Zoeffel
1 - Alcan	0 - Alcan	1 - Alcan
Outbound	Outbound	Outbound
0 - Georgia Pacific	0 - Georgia Pacific	0 - Georgia Pacific
49 - Sierra Pacific	34 - Sierra Pacific	19 - Sierra Pacific
1 - Southport	1 - Southport	0 - Southport
7 - Hampton	0 - Hampton	1 - Hampton
2 - Roseburg	1 - Roseburg	0 - Roseburg
4 - Buse	4 - Buse	3 - Buse
5 - Canyon	6 - Canyon	5 - Canyon
		7 - Paper Excellence

NOTE: Unaudited Information

# Port of Port Angeles

## LY Loads - Cumulative

January 2022 – January 2025



**MONTHLY REPORT TO THE BOARD OF PORT COMMISSIONERS**  
**January 2026**

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

<b>REPORT</b>	<b>NO ACTION</b>	<b>ATTACHED</b>
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)**

**JANUARY 2026**

TENANT NAME	DOCUMENT	LOCATION	FORM OF SURETY	SQ FEET	TERM	MONTHLY RENT
Olympic R.C. Modelers	First Lease Renewal	Critchfield Road	Waived	1.30 AC Land	2.01.2026 (one year)	\$67.89/mo; \$814.67/yr
Peninsula Adventure Sports LLC	Limited License. For Frosty Moss Running Relay Station	1301 Marine Drive Parking Lot	Waived	400 SF	3.14.2026 (one day)	Waived

**PROFESSIONAL & PERSONAL SERVICES  
AWARDED BY THE EXECUTIVE DIRECTOR  
(In Accordance with Delegation of Authority)  
January 2026**

<b>CONSULTANT</b>	<b>PROJECT</b>	<b>EST. COST</b>	<b>OTHER CONTRACT PROVISIONS</b>
<b>Personal Services Agreements: None</b>			
<b>Professional Services Amendments:</b>			
BST Associates	Marine Trades Buildings – Economic Impact	NTE \$12,140.00	N/A
WSP USA, Inc.	On-Call Engineering Services	No Cost Amendment NTE Remains: \$45,000.00	Agreement extended through 12/31/2026



## End-of-Life Report

**Prepared by:** Shaun P. Lynch

**Date:** January 12, 2026

**Version:** 1.0

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### 1. Executive Summary

This report documents the decommissioning of legacy hardware assets located in the 1st Floor Storage area. These items have been classified as **Non-Operational** and are scheduled for disposal in compliance with organizational and environmental standards.

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### 2. Background

The following hardware has reached the end of its useful life due to age, lack of manufacturer support, and operational inefficiency. Retaining these assets poses potential risks related to security, maintenance costs, and compliance.

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### 3. Current Status

All listed items are **Non-Operational** and stored on the 1st Floor Storage area.

Item	Description	Asset Tag	Condition	Location
Dell Monitor (Black)	Standard desktop monitor	N/A	Non-Operational	1st Floor Storage
AT&T Monitor (White)	Legacy display	N/A	Non-Operational	1st Floor Storage

Item	Description	Asset Tag	Condition	Location
Hewlett-Packard LaserJet 4300 Printer	Large office printer	Port of Port Angeles #00149	Non-Operational	1st Floor Storage
AT&T Legacy Computer	Legacy workstation	Map 5	Non-Operational	1st Floor Storage

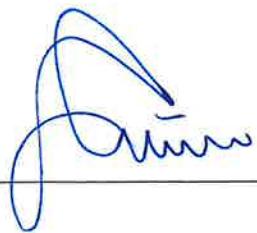
#### 4. Risk Assessment

- **Operational Risk:** Continued storage without disposal may lead to space inefficiencies and potential misuse.
- **Security Risk:** The AT&T Legacy Computer may contain residual data; data wipe is required before disposal.
- **Compliance Risk:** Improper disposal could violate environmental regulations.

#### 5. Transition & Disposal Plan

- **Data Sanitization:** Perform secure data wipe on AT&T Legacy Computer.
- **Disposal Method:** Use certified e-waste recycling vendor for all items.
- **Documentation:** Obtain disposal certificates for compliance records.
- **Timeline:** Complete disposal within 30 days of report approval.

Chief Executive Officer



01/16/2024

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

**February 10, 2026**

**SUBJECT: MARINE TRADES CENTER PHASE 2 DEVELOPMENT –  
INTERWEST CONSTRUCTION, INC. CONTRACT ACCEPTANCE**

**Presented by: Chris Hartman, Director of Engineering**

## **RCW & POLICY REQUIREMENTS**

According to the Port's Purchasing Procedure, Public Works projects with a value exceeding \$350,000 will be presented to the commission for final acceptance. The Municipal Research and Service Center provides similar guidance that "larger" projects should be accepted by the council/commission, where "smaller" projects could be delegated to a department head

## **BACKGROUND:**

The Marine Trades Center (MTC) Phase 2 Development project was awarded to Interwest Construction, Inc. (ICI) by the Commission on April 9, 2024, for a total amount of \$8,182,000.00. The project scope included the installation of utilities (water, sewer, power, stormwater, communication), site grading, and asphalt and concrete paving. Phase 2 of MTC Development was built on Phase 1, which was the completion of a washdown pad adjacent to Terminal 1's haul-out pier.

Over the course of the project, the Port authorized ICI to complete additional work beyond the original bid items, utilizing the contract's \$500,000 force account budget. These additional work items included site grubbing and disposal of dirt/organic materials, installation of an electrical vault by Platypus, and the installation of a gate in the perimeter fence next to Arrow Launch Service. ICI used approximately 34% of the available force account budget (\$170,577.68).

One change order was executed in October 2024 following the City of Port Angeles's requirement for the site's water system to be isolated and metered at Marine Drive. The change order added \$287,917.38, increasing the overall contract price with ICI to \$8,469,917.38, excluding Washington State Sales Tax (WSST).

The total final contract amount is \$8,802,337.62, including WSST. The Port will release the performance and payment bonds after final acceptance of the project, provided that releases are received from the Washington State Department of Labor and Industries and Enterprise Services.

## **ANALYSIS:**

Site work began on June 3, 2024. However, due to extended lead times for the electrical equipment, the project timeline extended beyond the original substantial completion date of January 29, 2025. The electrical equipment was delivered and installed in September 2025.

The project was declared substantially complete on November 13, 2025. Final Completion will be the date the Commission accepts the contract as complete.

#### **ENVIRONMENTAL IMPACT:**

All environmental impacts associated with this project were mitigated during construction. The new stormwater treatment system will ensure that site runoff is treated prior to its outflow into Port Angeles Harbor, contributing to harbor health and water quality.

#### **FISCAL IMPACT:**

Including WSST, the final construction contract total is \$8,802,337.62. Below is a breakdown of the project costs:

Original Base Bid =	\$8,182,000.00
+Change Order =	\$287,917.38
<b>Total Contract =</b>	<b>\$8,469,917.38</b>

Total Contract =	\$8,469,917.38
-Work Completed =	\$8,082,337.62
<b>Under Budget =</b>	<b>\$387,579.76</b>

Despite additional work required to meet the City of Port Angeles' water system requirements, the project was completed \$387k under budget. This is due to leftover budget in the following bid items: force account, disposal of contaminated soils, and sitewide installation of a 6" layer of crushed surfacing base course (CSBC).

The following table details the final project financing across all activities (design, construction, and construction management).

Source	Amount	Percentage
Federal – EDA	\$7,282,636	73.2%
County – Opportunity Fund	\$1,756,833	17.7%
Port Capital	\$905,326.07	9.1%
<b>Total</b>	<b>\$9,944,985.07</b>	

#### **RECOMMENDED ACTION:**

Staff recommends the Commission accept the project as complete with Interwest Construction, Inc. in the Final Amount of Eight Million Eight Hundred Two Thousand Three Hundred Thirty-Seven Dollars and Sixty-Two Cents (\$8,802,337.62), including Washington State Sales Tax.

The Commission's acceptance of the project as complete will start a 45-day waiting period before the Port can release ICI's performance and payment bonds.

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

Date: February 10, 2026

SUBJECT: Land Lease – Marine Spill Response Corporation (MSRC)

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 an 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 than 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 Tumwater Truck Route location is a fenced, paved parking lot and has been leased to MSRC for three years. The lease term concluded at the end of 2025, and the Lessee desires to continue to lease this area for additional years.

**Port Area:** Marine Drive Waterfront Area.

**Address:** 220 Tumwater Truck Route, Port Angeles, WA.

**Leased Space:** Land 21,080 SF.

**Use:** Storage and maintenance of equipment associated with the Lessee's marine spill response business. Lessee may provide key access to its agents, employees, and invitees with unlimited, unrestricted access to the leased premises 24 hours a day.

**Tenant Improvements:** None noted.

**Proposed Rate:** The proposed base rent is \$0.11/SF (which includes an annual CPI increase of 3.5%). The land contains 21,080 SF at \$0.11/SF, totaling \$2,318.80/month, plus leasehold excise tax.

**Escalation:** Annual consumer price index adjustments to base rent.

**Commencement Date:** January 1, 2026.

**Term:** Three years from January 1, 2026, through December 31, 2028.

**Options to Renew:** Two – one-year extensions, with the Port's consent.

**Financial Security:** **Three months' rent** is standard.  $\$2,318.80 \times 3 = \$6,956.40$ . The lessee has a security deposit of \$4,539.64 on file. A balance of \$2,416.76 is due within fifteen days from execution of the lease.

### **Unique Terms and Conditions:**

1. **Item 7.2 Liens.** Additional language added, which was approved by Port Attorney:  
"Notwithstanding anything in this Lease to the contrary, the Port waives any right to assert a lien (statutory or common-law) on any personal property of Lessee which is oil-spill response equipment to be used in connection with an oil spill event for which Lessee actively is providing response equipment and/or services."
2. **Land environmental condition and future clean up as described below.**

**Environmental Terms:** The leased premises are identified as an identified Clean Up Site, as it historically was used as a Shell Oil Bulk Plant, and the WA Department of Ecology has identified underground contaminants, including gasoline and diesel. As a full disclosure to the tenant, the following environmental terms between the Port and Lessee were previously approved and outlined in the 2023 lease in sections 7.3.1, 7.3.2, and 7.3.3 as shown here. These terms will continue in the proposed 2026 term lease.

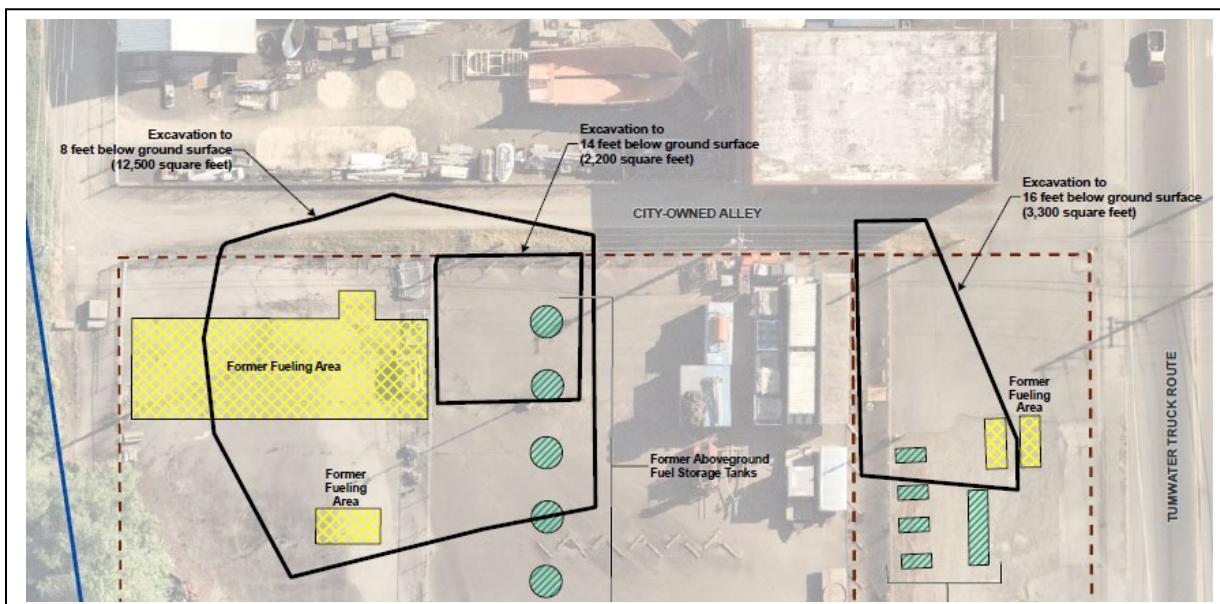
**7.3.1. Port's Indemnification for Pre-existing Conditions.** The Port represents to MSRC that, at the time of the execution of this Agreement, the Premises does have conditions of contamination, and (as between the Port and MSRC) the Port accepts full responsibility for such existing contamination or environmental condition. Notwithstanding any provision herein to the contrary, the Port agrees to fully defend, indemnify, and hold MSRC harmless, such that MSRC shall have no liability for any remediation, cleanup, damages, penalties, or costs of any kind with respect to any existing contamination or environmental condition. The Port agrees it shall not seek any damages, remediation, or other action on the part of MSRC with respect to the existing contamination or environmental condition. The Port further agrees to defend, indemnify and hold harmless each of the MSRC Indemnitee against and in respect of, any and all damages, claims, losses, liabilities, and expenses (including, without limitation, reasonable attorneys', accounting, consulting, engineering, and other fees and expenses), which may be imposed upon, incurred by, or assessed against any of the MSRC Indemnitee by any other party or parties (including, without limitation, a governmental entity), arising out of, in connection with, or relating to the subject matter of: (a) the known existing contamination; (b) any other environmental condition or contamination existing on the Premises as of the commencement date of this Agreement that may give rise to liability, even if not discovered until after the date thereof; (c) any violation of any environmental law or regulation with respect to the Premises existing as of or prior to the date of this Agreement, even if not discovered until after the date of this Agreement, not caused by the MSRC's operations or facilities; or (d) any environmental condition of contamination occurring on the

Premises or any violation of any environmental law with respect to the Premises, after the date of this Agreement, not caused by MSRC's operations.

**7.3.2 MSRC's Environmental Indemnification.** MSRC agrees that it will comply with all environmental laws and regulations applicable to MSRC, including, without limitation, those applicable to the use, storage, and handling of hazardous substances in, on, or about the Premises. MSRC agrees to indemnify and hold harmless each of the Port Indemnitee against and in respect of, any and all damages, claims, losses, liabilities and expenses (including, without limitation, reasonable attorneys', accounting, consulting, engineering, and other fees and expenses), which may be imposed upon, incurred by, or assessed against any of the Port Indemnitee by any other party or parties (including, without limitation, a governmental entity), arising out of, in connection with or relating to the subject matter of: (a) MSRC's breach of the covenant set forth above in this Section, or (b) any environmental condition of contamination on the Premises or any violation of any federal, state or local environmental law with respect to the Premises first occurring after the commencement date of this Agreement and caused by MSRC's operations or facilities.

**7.3.3. Sovereign Immunity; Statutory Authority.** The Port represents and warrants that it has the statutory authority to enter into this Lease such that, when executed, this Lease shall be binding and enforceable in accordance with its terms, and that the Port is not immune from suit or judgment resulting from any claim or action brought against it by Lessee specifically pursuant to the provisions of Section 7.3.1 requiring the Port to defend, indemnify and hold harmless the Lessee for existing environmental contamination.

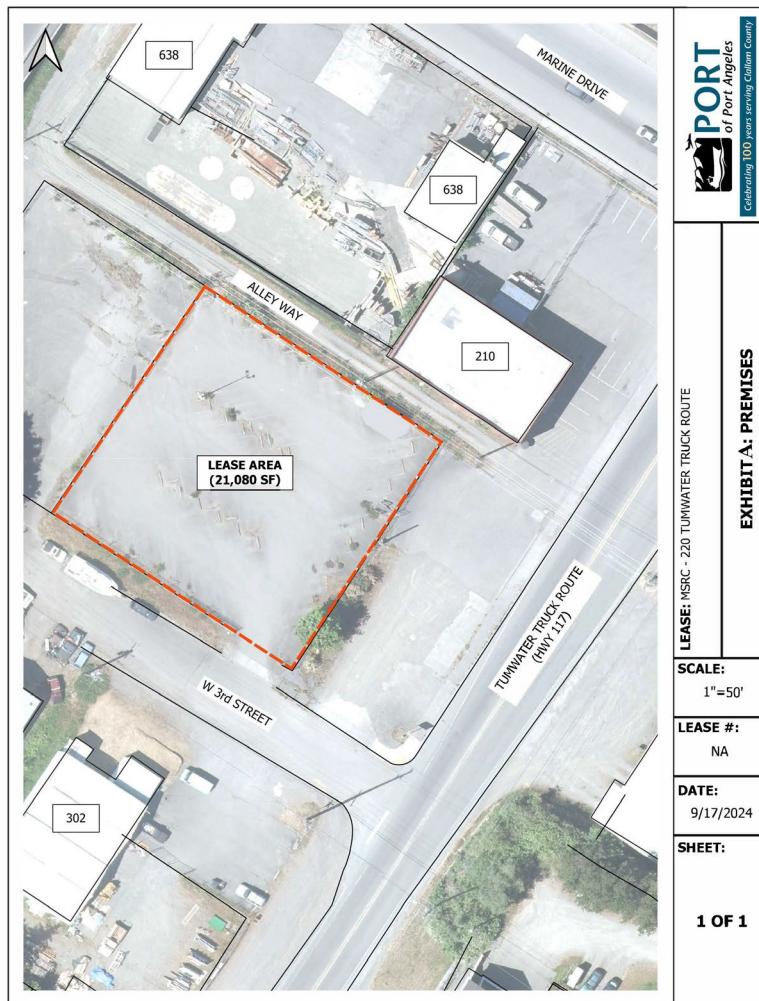
**Summer 2027 Soil Clean Up and Possible Relocation of Personal Property:** The Port anticipates that next summer (2027), the site clean-up and soil removal project will be performed, involving removal of the soil with existing petroleum products. The Port and Lessee will collaborate to reach a mutually satisfactory plan for a temporary relocation, if necessary, of Lessee's personal property during the construction period. The construction impact on the leased land is anticipated to last for three months.



Leased Area	Sq Ft	Rate/SF	Monthly Rate
Land	21,080	\$ 0.11	\$ 2,318.80
<b>Base Rent</b>			<b>\$ 2,318.80</b>
Leasehold Excise Tax		12.84%	\$ 297.73
<b>Monthly Payment</b>			<b>\$ 2,616.53</b>

**Monthly Base Rent: \$2,318.80**

**Annual Base Rent: \$27,825.60**



**RECOMMENDED ACTION:**

On a motion and second, Staff recommends the Commission authorize the Chief Executive Officer to sign a lease with Marine Spill Response Corporation, per the terms and conditions presented.



Source: Marine Project



WEST BOAT HAVEN  
MASTER PLANNING  
FOR  
THE PORT OF PORT  
ANGELES

# Commissioner Meeting

*Feasibility Analysis – Final Briefing*

February 10, 2026

# The Need

## AGING INFRASTRUCTURE

- West Boat Haven is aging, most of the infrastructure has reached the end of its service life

## CHALLENGING LAYOUT

- Float arrangement can be challenging in windy and stormy conditions
- Marina depth can be insufficient for deeper-draft boats
- Many boathouses are aging and appear to have structural issues

## NOT MEETING CURRENT STANDARDS

- Primary gangway does not meet ADA accessibility standards
- Slip/finger layout does not align with current industry standards

# The Project

## OBJECTIVES

- Improve understanding of key sectors and economic drivers
- Recommend cost-effective investments to address aging marina and meet future needs
- Build support through a transparent and collaborative process
- Create a user-friendly plan

## WORK COMPLETED

- Met with an Advisory Committee and interviewed Boat Haven partners
- Assessed trends and market for boating and moorage in Port Angeles
- Developed draft layouts and reviewed with the Commission
- Documented findings and recommendations in the final Feasibility Analysis Report





# Review and Update

# West Boat Haven

- There are approximately 268 slip equivalents (25 commercial) in the West Basin with an average slip length of 33.4 feet
- The number of boathouses has been declining
- Demand is high for 25' and 36'-40' slips, 20' slips have little demand

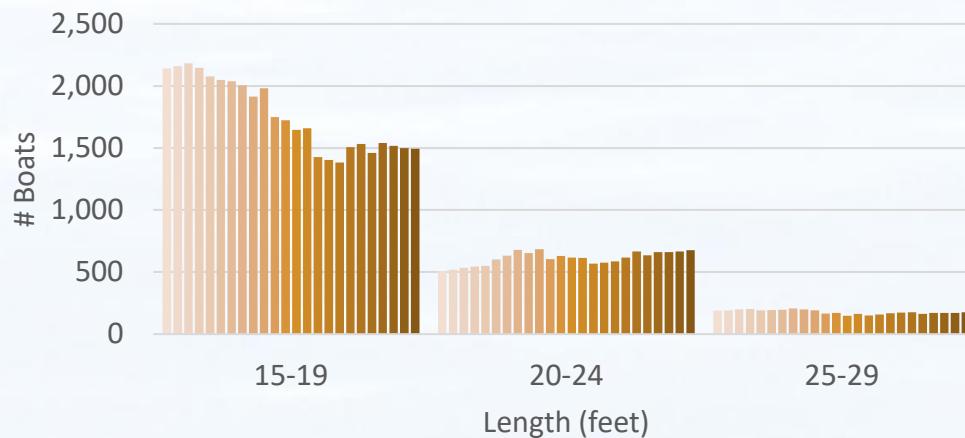
WEST BASIN OCCUPANCY			
Slip Size	# of Slips	Avg Occupancy	Avg Wait List**
20'	70	33%	0.2
25'	24	76%	0.4
30-36'	88	86%	4.6
40-46'	23	98%	6.5
50'	60	96%	2.9
60' +	3	83%	2.1

\*Slip equivalents include slips and side- and end-ties. Excludes 7 boathouses.

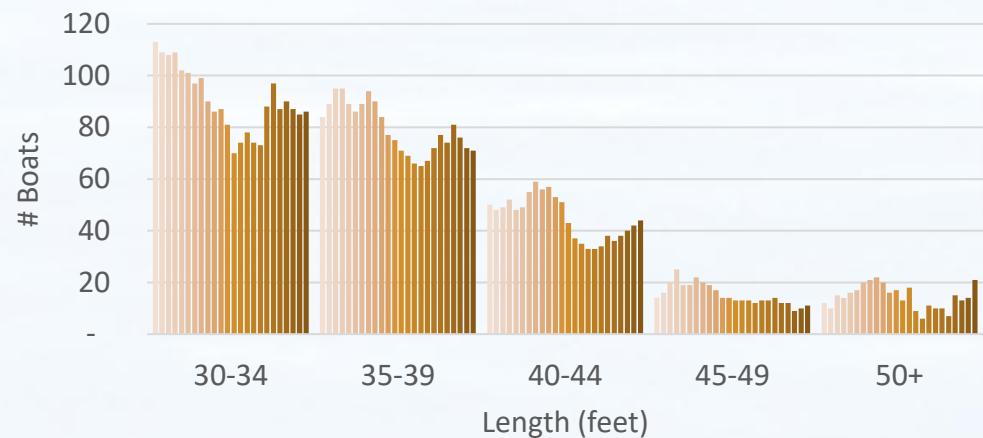
\*\* Average wait list refers to the average number of slips per year and excludes data on wait times for individual applicants

Source: Petrocard, Port of Port Angeles

# Recreational Boating Is Stable\*



2000



2023

- Growth since 2000 is focused on boats between 20-24 feet and 50+ feet
- Overall recreational demand is expected to remain stable moving forward

\* Trends for Clallam County in boats over 15 feet in length

6

50

6

# Other Industries Are Growing

## RECREATIONAL AND COMMERCIAL FISHING

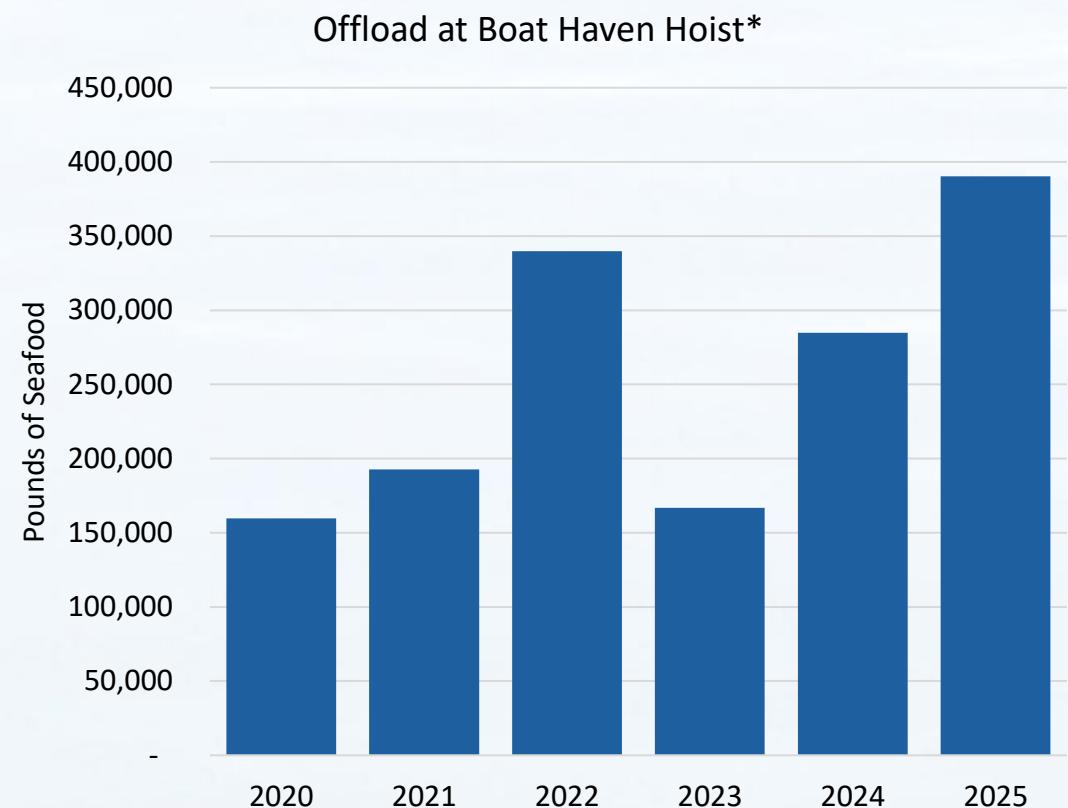
- Between 2019-2023, launch use by fishing boats and anglers increased by 53%
- Commercial use has also increased, with hoist weight up by 62% since 2020

## SHIP BUILDING AND REPAIR

- Aligned with state trends, Port Angeles has a vessel repair and construction industry that is poised for growth, targeting all sectors

## BOATING PROGRAMS AND CLUBS

- There is opportunity to support local boating programs/clubs



Source: Petrocard, Port of Port Angeles

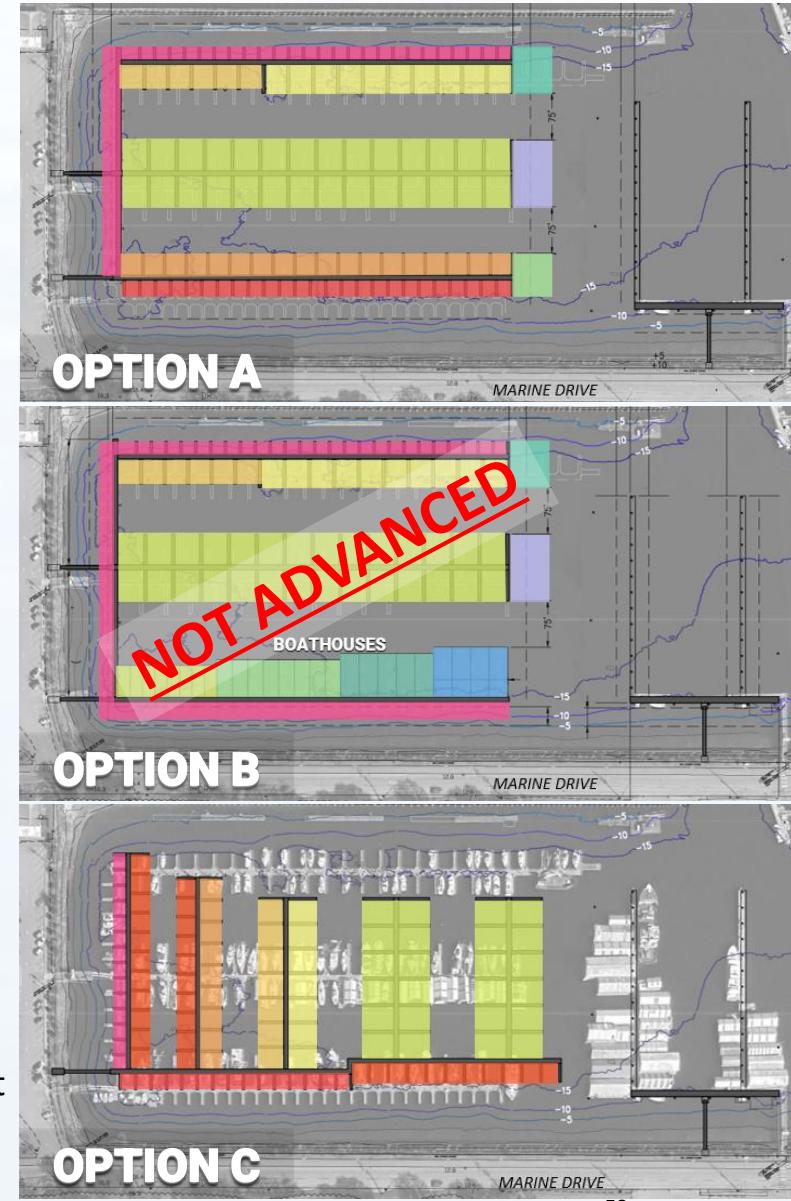
\*Offloaded pounds from commercial fishing

# Concepts Evaluated

- All concepts: replaced aging docks, relocated to locations that better meet industry standards and market demand
- Option A: converted boathouses to side-tie, provided more slips for in-demand sizes
- Option B: relocated boathouses, minimized mid-size slips, provided more 20' and over 60'+ slips (not advanced)
- Option C: reoriented slips to east-west, provided variety of small to large slips sizes, removed slips over 60'

## ADVISORY COMMITTEE FEEDBACK

- Preferred Option C; desired more side-tie moorage, space for boating programs, covered slips, and amenities
- Concepts A and C were refined based on Advisory Committee and Commission feedback



# Revised Concepts Evaluated

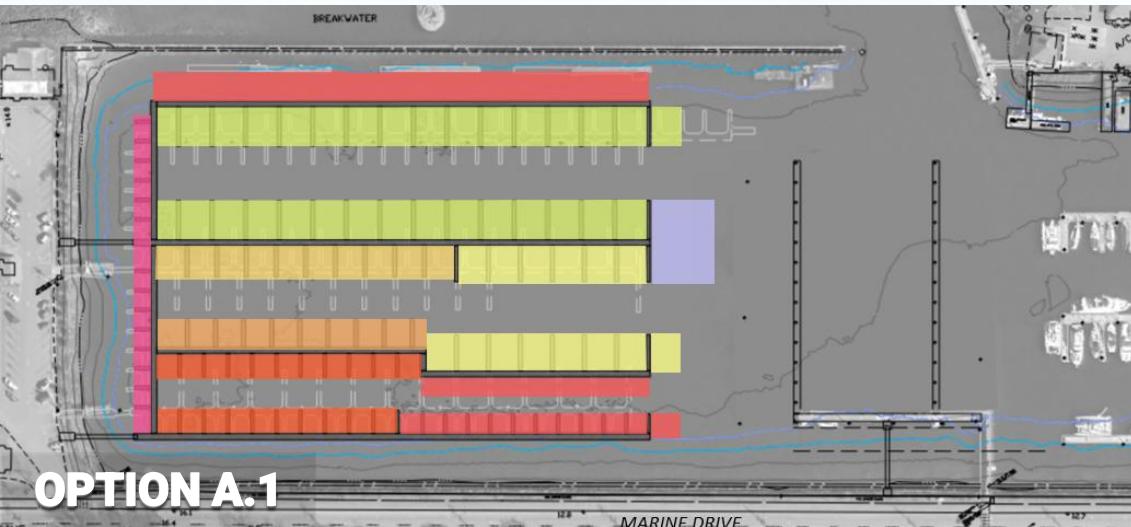
- Option A.1: improved slip distribution under 60', reduced slips over 60', did not meet recommended number of 30' slips
- Option C.1: added a breakwater float with ~700 ft of single, side-tie moorage; added new access

## COMMISSIONER FEEDBACK

- Concerned about lack of slips over 60' due to existing waiting list
- Concerned around cost and phasing for Option C.1
  - *A financial assessment is needed to evaluate funding and rate strategies, long-term financial sustainability, capital sequencing considerations, and net operating position of the marina.\**

\*A financial feasibility assessment is outside this contracts scope

LEGEND	
<span style="color: magenta;">■</span>	20 feet
<span style="color: red;">■</span>	25 feet
<span style="color: orange;">■</span>	30 feet
<span style="color: orange;">■</span>	35 feet
<span style="color: yellow;">■</span>	40 feet
<span style="color: lime;">■</span>	46 feet
<span style="color: lime;">■</span>	50 feet
<span style="color: purple;">■</span>	100 feet



# Direct Jobs and Business Revenue

Given options A.1 and C.1 were selected as best meeting the Port/community needs:

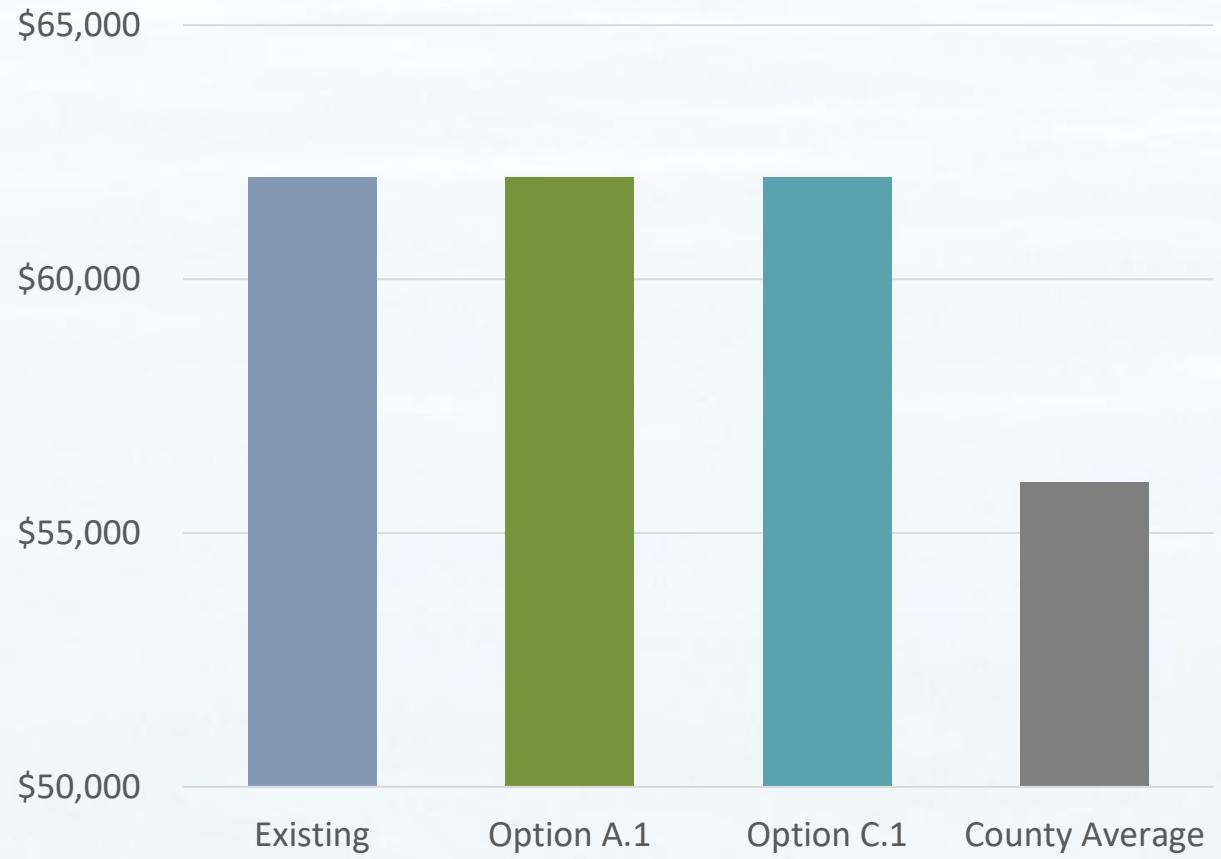
- The existing layout is estimated to generate approximately 63 jobs (FTE) and \$7.5 million in associated revenue
- Option A.1 is estimated to generate 66 FTEs and \$8.5 million in associated revenue
- Option C.1 is estimated to generate 66 FTEs and \$8.3 million in associated revenue
- Economic Impacts are planning-level estimates

Option	Direct Jobs FTEs	Direct Revenue (\$M)
Existing	63	\$7.5
Option A.1	66	\$8.5
Option C.1	66	\$8.3

Source: BST Associates

# Average Income

- The average wage from covered employment in Clallam County is \$55,900
- The existing and optional layouts have FTE jobs with an average wage of approximately \$62,000 per FTE per year at the West Basin, which is 11% higher than the county average



Source: BST Associates, 2024 WA Employment Security Department

# Option Summary

WEST FLOATS														Tot	
		20'	25'	30'	35'	40'	46'	50'	60'	74'	80'	100'	BH		
CURRENT	Count	70	24	81	7	-	23	60	-	-	2	1	7	275	
	Occupancy	33%	76%	86%		98%		96%	83%				-	-	
	Recommended	25	41	75	19	17	22	58	-	-	2	1	-	260	
		<b>OPTION A</b>	66	51	-	36	11	22	56	1	1	-	1	-	245
		<b>OPTION A.1</b>	30	43	52	19	19	27	59	-	-	-	1	-	251
		<b>OPTION B</b>	94	-	-	-	11	22	56	-	1	6	1	25	216
		<b>OPTION C</b>	29	31	67	19	15	15	52	-	-	-	-	-	228
		<b>OPTION C.1*</b>	29	31	67	19	15	15	52	-	-	-	-	-	228
															<b>COST (\$M)</b>

\*Includes ~700 feet of flexible single-sided side-tie moorage

Planning-level cost estimates only (AACE Class 4). Excludes utilities, breakwater, boathouse actions, and professional services. Costs in 2025 USD.

Includes: demolition/disposal of West Basin Floats, Piles M-X and Y, float access gangways and support platforms; new west basin floats and piles

# Feasibility Analysis

## SUMMARY FINDINGS

- Existing layout limits operations and maneuverability
- Current Slip mix does not align with market demand
- Commercial and community marine uses remain critical
- Proposed redevelopment is technically feasible
- No fatal environmental or permitting constraints identified
- Modernization is feasible; financial validation is next

# Recommended Next Steps

# Recommended Next steps

*(OUTSIDE OF CURRENT SCOPE)*

- **Financial Feasibility Assessment**
  - Evaluate long-term financial viability
  - Assess funding sources, rate structures, and capital phasing
  - Compare redevelopment alternatives within a consistent financial framework
- **Select a Preferred Alternative**
  - Use financial findings, feasibility results, environmental considerations, and community input
  - Confirm whether Option A1, C1, or a refined hybrid best meets Port priorities
- **Advance to Design and Permitting**
  - Proceed with detailed engineering after a preferred alternative is selected
  - Complete environmental review and regulatory permitting
  - Develop a phased implementation approach consistent with funding strategy

**These steps will guide whether and how modernization moves forward.**

# Any questions?



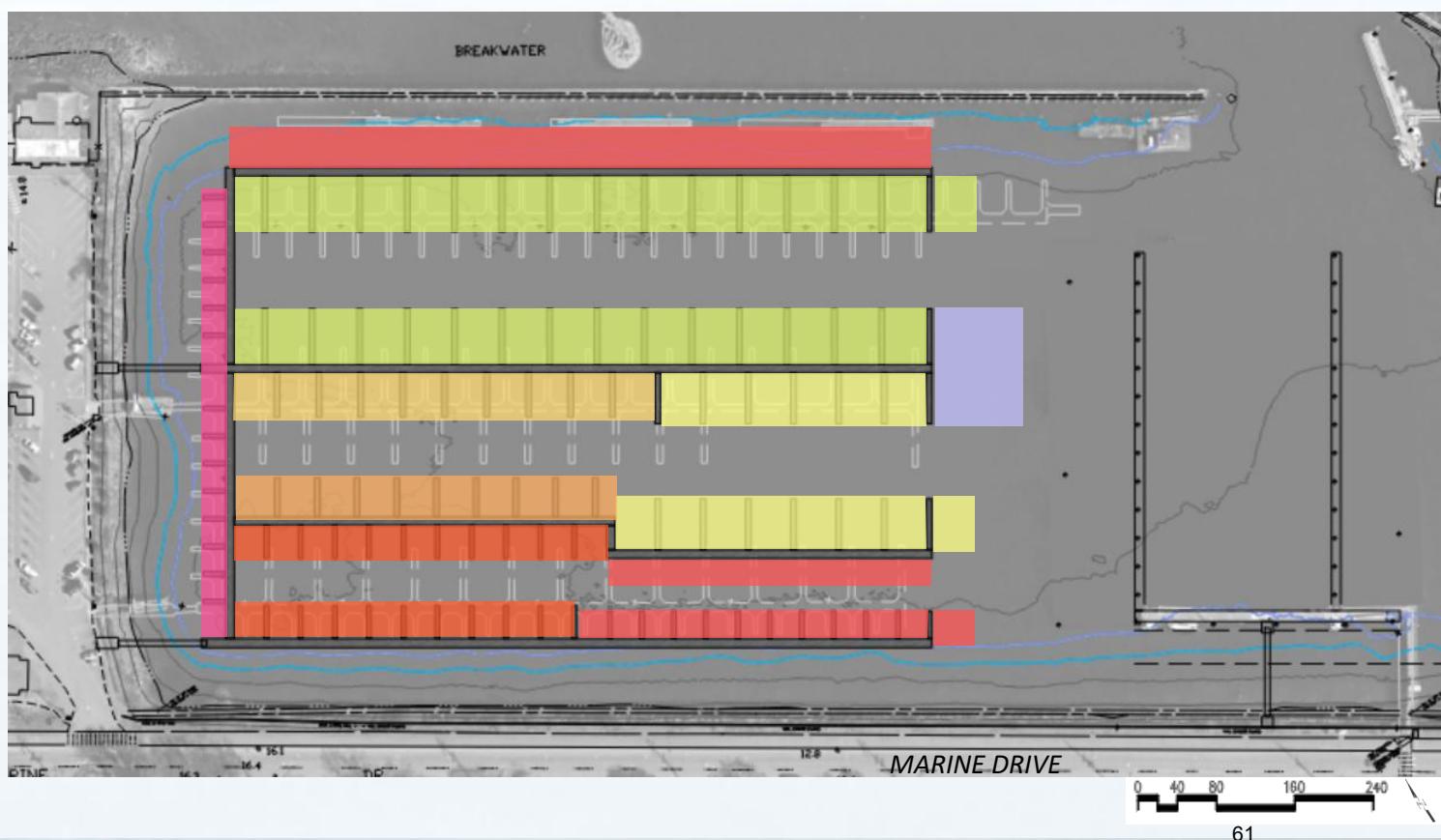
# Option A.1

## Overview

- Updated layout per Advisory Committee Comments
- Provides recommended number of slips in the 20', 25', 35', 40', 46', 50' and 100' range
- Lacks recommended number of slips in the 30' range.
- Fairway distances are less than recommended (~10%)
- Still N/S slip configuration

**LEGEND**

- 20 feet
- 25 feet
- 30 feet
- 35 feet
- 40 feet
- 46 feet
- 50 feet
- 100 feet



# Option C.1

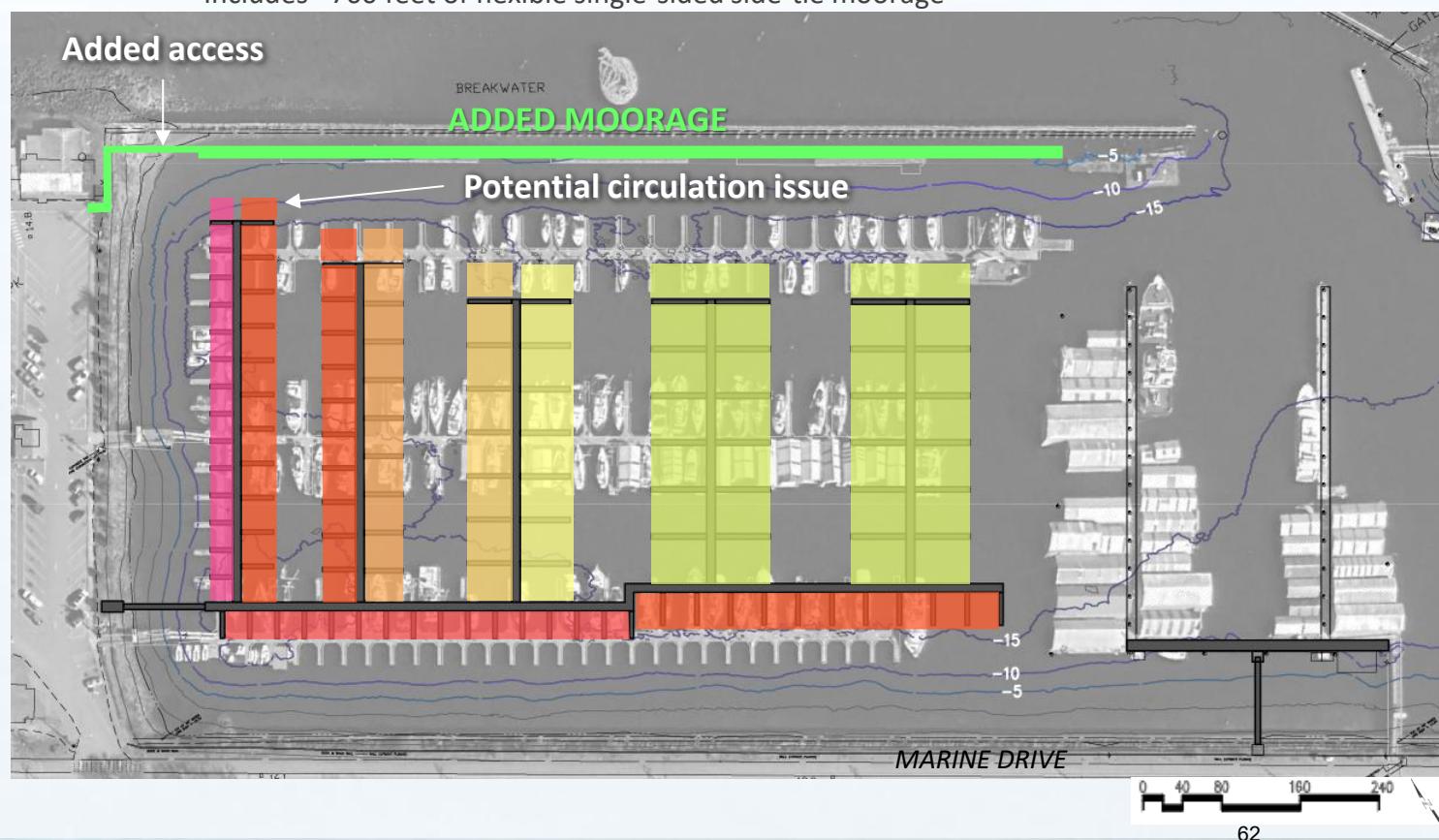
## Overview

- Added breakwater float with ~700 ft of single, side-tie moorage for small vessels
- Potential benefit to Sea Scouts and other community organizations
- Includes a new elevated platform and gangway to access
- May require additional modifications to accommodate



		WEST FLOATS														
CURRENT	Count	20'	25'	30'	35'	40'	46'	50'	60'	74'	80'	100'	BH	Tot		
	Occupancy	33%	76%	86%			98%			96%			83%		-	-
	Recommended	25	41	75	19	17	22	58	-	-	2	1	-	260		
OPTION C.1	29	31	67	19	15	15	52	-	-	-	-	-	-	228*		

\*Includes ~700 feet of flexible single-sided side-tie moorage



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

Date: February 10, 2026

SUBJECT: Utility Easement across Airport Land

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 City of Port Angeles desires the Port grant a utility easement for multiple uses, including water, underground sanitary sewer, and electric transmission lines and equipment. The proposed utility easement of 30 feet wide and 2,229 feet long (666,870 SF) in favor of the City of Port Angeles.

**Port Area:** William R. Fairchild Airport

**Address:** West of William R. Fairchild Airport Runway 09/27.

**Use:** Utility easement.

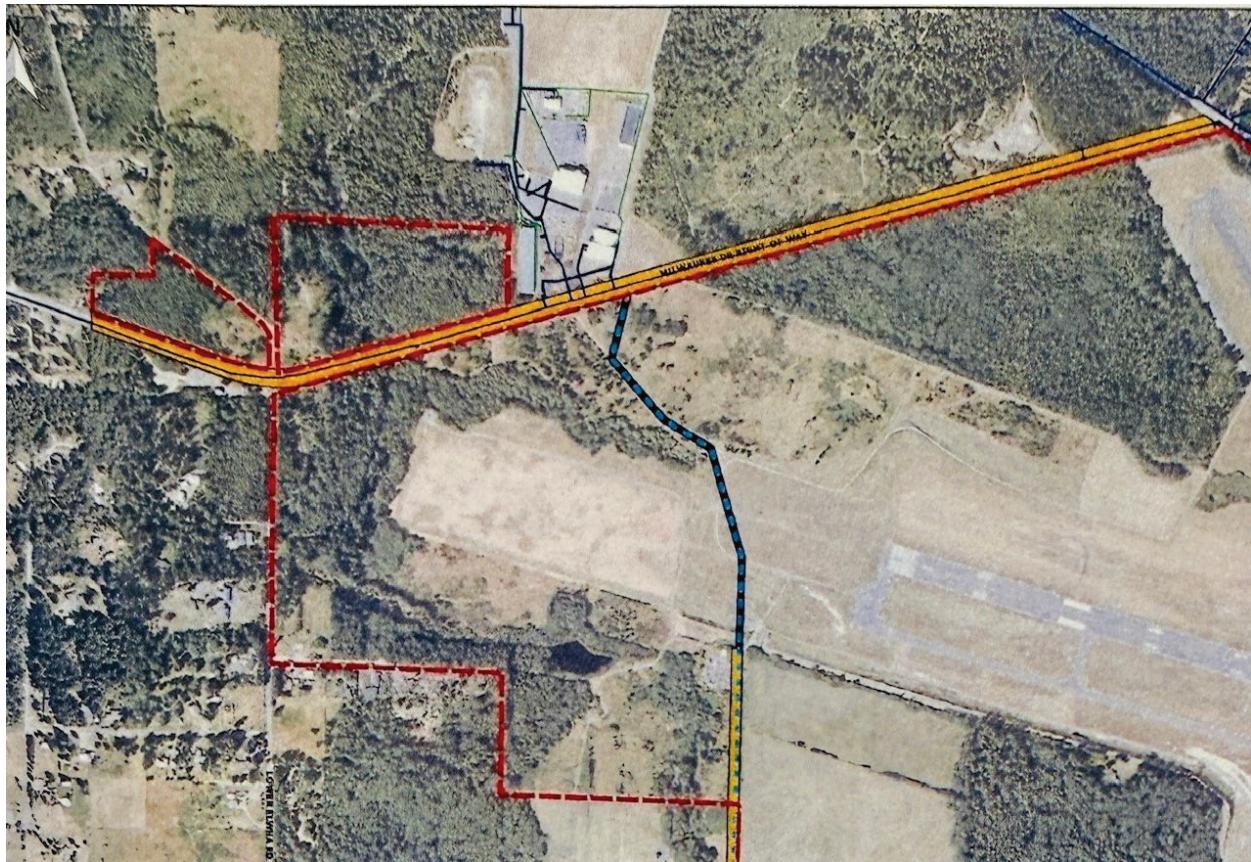
**Impact to Airport Land:** Minimal impact to land as this is an underground utility easement.

**Commencement Date:** Upon execution of the easement.

**Term:** Perpetual easement.

**Compensation to Port:** The easement was appraised by an independent appraiser Jonquelle de Chantal, MAI, SRA, with a valuation estimate of 25% of fee value or \$25,000.

**Non-standard terms requiring Commission approval: None**



**RECOMMENDED ACTION:**

On a motion and second, Staff recommends the Commission authorize the Chief Executive Officer to sign the Utility Easement & Subordination Agreement, per the terms and conditions presented.

After Recording, return to:  
City of Port Angeles  
Public Works and Utility Engineering  
321 E. 5th St.  
Port Angeles, WA. 98362

UTILITY EASEMENT &  
SUBORDINATION AGREEMENT

Grantor(s): Port of Port Angeles  
Grantee(s): City of Port Angeles, Washington  
Clallam County Tax Parcel: 063000117305

For fair and valuable consideration, as acknowledged by the Parties, and expressly conditioned upon the terms and conditions stated herein, the GRANTOR **Port of Port Angeles**, a municipal corporation, and the owner of the William R. Fairchild International Airport land, hereinafter referred to as "Airport", land below described, hereby grants to the **City of Port Angeles**, a municipal corporation, ("GRANTEE"), an easement consisting of a right of way thirty (30) feet in width and two thousand two hundred twenty-nine (2,229) feet in length, more or less, under, over and across that certain land in Clallam County, State of Washington, as more particularly described as follows and as shown on Exhibit A and Exhibit B attached hereto and by this reference made a part hereof:

A PORTION OF SUBURBAN LOTS 174 AND 173, LYING SOUTHERLY OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND 189 THROUGH 195 INCLUSIVE OF THE TOWNSITE OF PORT ANGELES, TOGETHER WITH ALL VACATED STREETS ADJOINING ("EASEMENT AREA")

1. Use. The Grantee shall have the right to place, locate, construct, operate, repair, maintain, replace and keep clear thereon underground sanitary sewer, water and electric transmission systems, together with such other accessories, appurtenances and equipment as may be placed thereon by the Grantee on or under the surface of the Easement Area. Grantee shall not use the Easement Area for any purpose other than expressly set forth herein and except upon the prior written consent of the Grantor, which shall not be unreasonably withheld. The Grantor(s) shall not erect or place any structure, building, tree or shrub on the Easement Area that would interfere with Grantee's Use. The Grantee and the Grantor shall not occupy or use the Easement Area in a manner inconsistent with or interfering with the rights and privileges herein granted.
2. Consideration to Benefit Airport. In consideration of the easement rights granted herein, the GRANTEE agrees to pay to the GRANTOR the sum of \$25,000, representing the fair market value of the easement as determined by appraisal. Payment shall be made upon execution of this agreement. This fair market value payment is Airport revenue and will be used by the GRANTOR for the Airport's benefit.
3. Subordination. For the GRANTOR to acquire development funds from the Federal Aviation Administration (FAA) it is required that the GRANTEE will subordinate its rights under this easement to Airport use and development and will not, in the maintenance, repair, removal, relocation or replacement of its said utilities within the easement, go upon the GRANTOR'S said Airport property or in any manner interfere with or interrupt the use or operation of said Airport or its attendant facilities, without prior coordination with, and the approval of, the GRANTOR; and the GRANTOR shall not unreasonably withhold such approval. In the event of any conflict between this agreement and the federal grant assurances accepted by the GRANTOR, the grant assurances shall govern.
4. FAA Filing. The GRANTEE, in coordination with the GRANTOR, shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) before constructing any maintenance or improvement within said easement.
5. Reversionary Rights. If in the future the utility easement is abandoned by the GRANTEE, the rights conveyed to the GRANTEE by this easement will thereupon revert to the GRANTOR, and this easement shall be void.
6. Damage. Grantor and Grantees shall be responsible for any damage they may cause to the Easement Area. The Party responsible for such damage shall promptly make all needed repairs, restoring the Easement Area to its condition prior to the damage, provided however Grantor shall be responsible solely to the extent any such Grantor damage impedes either or both Grantees' intended use of the Easement Area or ingress and egress to the Easement Area as described herein.

7. **Successors & Assigns.** The rights and obligations herein granted shall inure to Grantee's successors and assigns, including any party which Grantee may grant through contract.

**GRANTOR**  
PORT OF PORT ANGELES

---

Paul Jarkiewicz  
Chief Executive Officer

---

Date

**GRANTEE**  
CITY OF PORT ANGELES

---

By:  
Title:

---

Date

STATE OF WASHINGTON}

COUNTY OF CLALLAM } ss.

I certify that I know or have satisfactory evidence that **Paul Jarkiewicz** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the **Chief Executive Officer of the Port of Port Angeles** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Printed Name of Notary: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

STATE OF WASHINGTON}

COUNTY OF CLALLAM } ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of the City of Port Angeles to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Printed Name of Notary: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**EXHIBIT "A"**  
**EASEMENT DESCRIPTION**

AN EASEMENT LOCATED OVER, UNDER AND ACROSS PORTIONS OF SUBURBAN LOTS 174 AND 173 LYING SOUTHERLY OF THE RIGHT-OF-WAY OF THE CHICAGE, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND 189 THROUGH 195 INCLUSIVE OF THE TOWNSITE OF PORT ANGELES TOGETHER WITH ALL VACATED STREETS ADJOINING, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TOWNSITE, BEING A 3-1/4" DOMED BRASS CAP STAMPED: "T30N R7W S1, SW CORNER PAR, 1998, PLS 26304" AND SHOWN AS GEOMPT# 07300136 ON THAT SURVEY RECORDED IN VOLUME 40 OF SURVEYS, PAGE 27, RECORDS OF CLALLAM COUNTY; THENCE, SOUTH 73°18'26" EAST ALONG THE SOUTHERLY LINE OF SAID TOWNSITE AS SHOWN ON SAID SURVEY, A DISTANCE OF 1272.31 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, DEPARTING FROM SAID SOUTHERLY LINE, NORTH 01°54'27" EAST, A DISTANCE OF 510.83 FEET;

THENCE, NORTH 16°28'34" WEST, A DISTANCE OF 622.04 FEET;

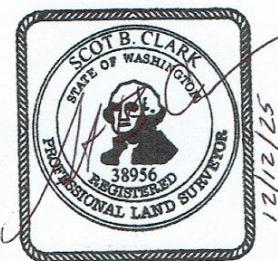
THENCE, NORTH 59°34'36" WEST, A DISTANCE OF 302.64 FEET;

THENCE, NORTH 41°03'27" WEST, A DISTANCE OF 436.57 FEET;

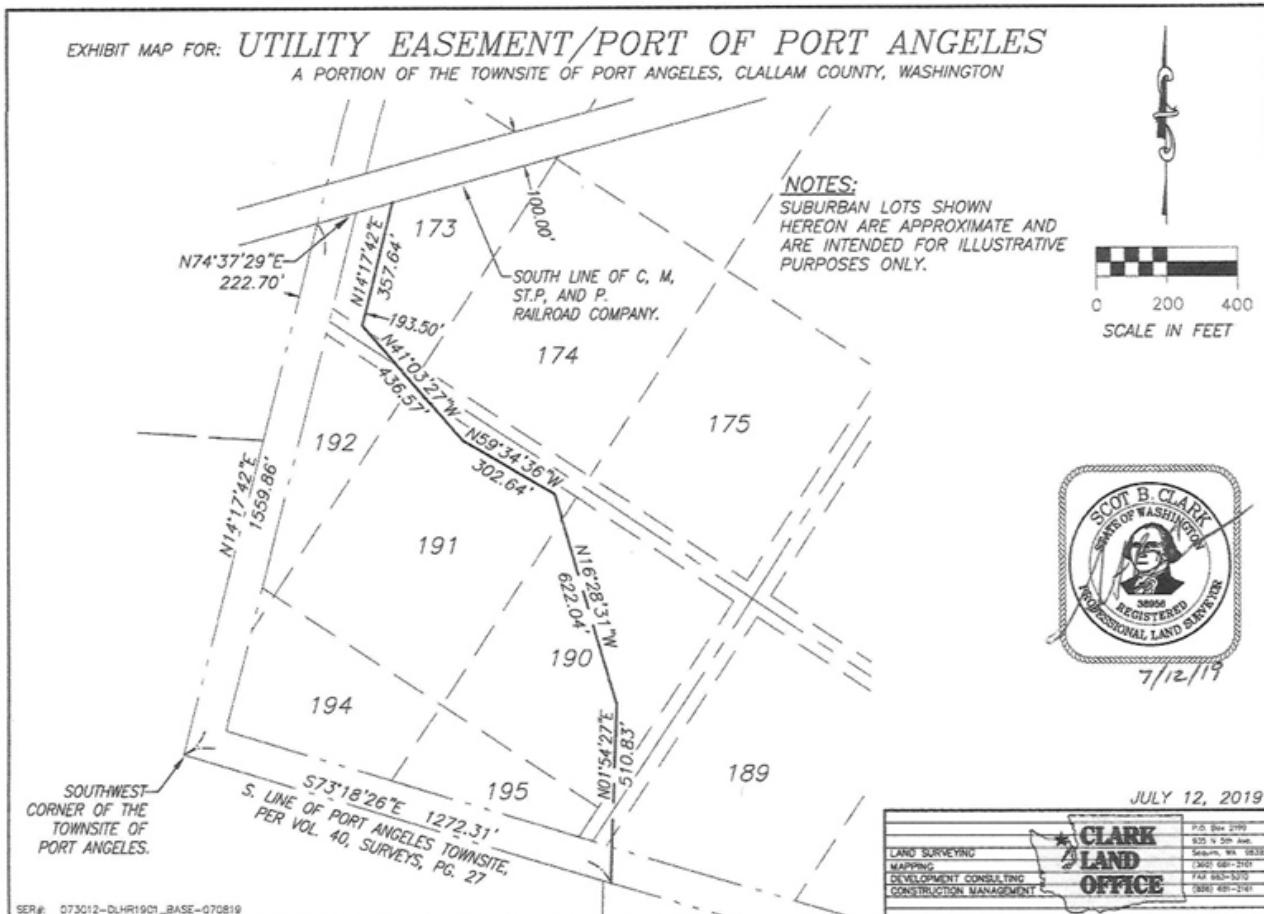
THENCE, NORTH 14°17'42" EAST 193.50 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID TOWNSITE, A DISTANCE OF 357.64 FEET TO THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGE, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AS DESCRIBED IN INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 400498, RECORDS OF CLALLAM COUNTY, WASHINGTON, AND THE TERMINUS OF THIS CENTERLINE.

BEARINGS AND DISTANCES DESCRIBED HEREON ARE BASED UPON THE WASHINGTON COORDINATE SYSTEM GRID NORTH ZONE (NAD 83-91). DISTANCES HAVE BEEN REDUCED TO SAID GRID; A COMBINED SCALE FACTOR OF .99992810 AT GEOMPT#07301231 WAS USED.

SITUATED IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.



## Exhibit B – Survey



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

**February 10, 2026**

**Subject: Sponsorship of the 2026 Olympic Logging Conference**

**Presenter: Katharine Frazier, Grants & Government Affairs Manager**

**RCW & POLICY REQUIREMENTS:**

RCW 53.08.255 authorizes any port district in Washington, acting through its commission, to “expend moneys and conduct promotion of resources and facilities in the district or general area by advertising, publicizing, or otherwise distributing information to attract visitors and encourage tourist expansion.”

The Port’s Community Funding Policy and Guidelines establishes that the Port may sponsor events that are hosted by or held in support of a Port customer, the marine trades or timber industries, marinas, airports, tourism, or general economic development in Clallam County.

**BACKGROUND:**

The Olympic Logging Conference is an annual event that brings together timber industry leaders, including forestland owners, timber buyers, and transportation stakeholders. Both the private and public sectors regularly attend the event, creating opportunities for cross-sector discussions that touch on local, state, and federal issues.

The 2026 Olympic Logging Conference will take place in Victoria, British Columbia, from April 22-24. Several members of the Port Team will be in attendance.

**ANALYSIS:**

The Port has recently sponsored other organizations representing significant Clallam County industries, including the Society of American Foresters (SAF) and the American Forest Resource Council (AFRC). Sponsorship of trade organizations that are focused on regionally important industries is a way for the Port to support wide-reaching advocacy efforts that seek to create and preserve jobs in our community.

Sponsorship of the Olympic Logging Conference will also raise the profile of the Port within the regional timber advocacy community by ensuring that the Port’s logo and information are featured throughout the event.

**ENVIRONMENTAL IMPACT:**

Sponsorship of the AFRC annual meeting will have no direct environmental impact related to the Port.

**FISCAL IMPACT:**

The Port's 2026 Community Support budget includes \$1,800 in sponsorship for the Olympic Logging Conference. This level of support is considered a "Platinum Sponsorship" that includes the following benefits:

- The Port's name will be featured on the conference website and program.
- The Port's name and logo will be featured in the sponsor recognition PowerPoint that is displayed during breaks and in the lobby.
- Bade and table recognition.

**RECOMMENDED ACTION:**

The Port Team recommends that the Commission authorize the Chief Executive Officer to provide sponsorship for the Olympic Logging Show in the amount of \$1,800.

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

**February 10, 2025**

**Subject: Community Boating Program Application to the Community Partner Program**

**Presenter: Katharine Frazier, Grants & Government Affairs Manager**

**RCW & POLICY REQUIREMENTS**

The Port's Community Partner Program (CPP) Policy allows the Port to offer funds for economic development, education and workforce, community events, tourism, and environmental stewardship projects. Investments made by the Port, including in CPP projects, must adhere to provisions of both Title 53 and Title 39 of the Revised Code of Washington.

**BACKGROUND:**

The Community Partner Program (CPP), established by the Community Partner Program Policy in 2015, offers funds to public and non-profit applicants for projects related to economic development, education and workforce training, community events, tourism promotion, and environmental stewardship. Funding must support a discrete project and not the ongoing operations of the applicant.

Per the CPP Policy, applicants must provide a 1:1 match for all project types except environmental stewardship projects, which must provide a 3:1 match. The Commission may waive the 1:1 matching requirements or approve in-kind services in place of cash if desired. CPP funds must not be the only funding source for a project. Successful applicants will receive funds only on a reimbursement basis.

On February 1, the Port received a CPP application from the Community Boating Program (CBP). The Port Team has conducted an initial screening of the application and deemed that it meets the eligibility criteria to be considered by the Commission for funding.

**ANALYSIS:**

The CBP's application proposes \$10,000 in funding to conduct maintenance and repair activities on the coach boat fleet. Half of the requested funds (\$5,000) would be used for the highest-priority engine and vessel repairs, based on findings from recent fleet evaluations. The remaining funds would be used for preventative maintenance, including on mechanical/electrical systems, steering and control assemblies, safety elements, and protective materials to extend the vessels' lifespans.

By addressing urgent repairs and completing proactive maintenance activities through the CPP, CBP hopes to reduce vessel downtime that would interrupt hands-on learning opportunities during their summer peak season.

**ENVIRONMENTAL IMPACT:**

The CBP's CPP application has no direct environmental impact related to the Port, its property, or its operations.

**FISCAL IMPACT:**

The 2026 budget, approved on 11/17/25, included \$25,000 for Community Partner Program grants.

As of today (2/10/26), the Commission has awarded up to \$10,000 from the CPP budget, leaving \$15,000 available for the remainder of 2026.

**RECOMMENDED ACTION:**

Staff recommends that the Commission consider the CBP's application for funding and discuss whether CBP representatives should be invited to provide a brief presentation at the next Commission meeting.

## **Future Agenda Items – Commission Meeting**

02/10/2026

### February 24, 2026 (Regular Commission Meeting)

- January Financial Report

### March 10, 2026 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- Monthly Cash and Investment Report
- Annual Capital Projects Report
- Port Angeles Yacht Club (PAYC) & Community Boating Program Presentation
- Sequim Bay Yacht Club (SBYC) Presentation
- Res 26-XXXX – Proclamation: Golden Jubilee Anniversary for SBYC

### March 24, 2026 (Regular Commission Meeting)

- February Financial Report

### April 14, 2026 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- Monthly Cash and Investment Report

### April 27, 2026 (Special Joint Meeting w/ Board of County Commissioners)

- Hosted at the Port of Port Angeles at 11:00 am

### April 28, 2026 (Regular Commission Meeting)

- March Financial Report
- 1<sup>st</sup> Quarter Operations Report

## **Upcoming Events**

January 12 – March 12: State Legislative Session (Olympia)

January 29-30: Northwest Marine Terminal Association (NWMTA) Winter Meeting (Port of Portland, OR)

January 30- February 7: Seattle Boat Show (Seattle)

February 5-6: WPPA Port Day (Olympia)

February 21-22: Northwest Aviation Conference (Puyallup)

March 4-6: American Association of Port Authorities (AAPA) Legislative Summit (Washington, DC)

April 7-9: American Forest Resource Council (AFRC) Annual Meeting (Stevenson – Skamania Lodge, WA)

April 16-17: Northwest Marine Terminal Association (NWMTA) Spring Meeting (Port of Astoria, WA)

April 22-24: Olympic Logging Conference (Victoria, BC – Fairmont Empress Hotel)

May 19-21: WPPA Spring Meeting (Stevenson – Skamania Lodge)

May 18-20: Washington Airport Managers Association Conference (Walla Walla, WA)

## **Future**

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