



147 Schoen Lane P.O. Box 53  
Eastsound, WA 98245-0053  
360.376.5285  
www.portoforcas.com

# **MEETING AGENDA**

**January 27, 2025, 5:00 P.M.**

This Meeting will be on Zoom and in-person at the airport terminal conference room.

Join Zoom Meeting

<https://us02web.zoom.us/j/82950040879?pwd=VkhBWVI5QUt6NTNGMWRkVzVuUDhsQT09>

Dial-in: (253) 215-8782; Meeting ID: 829 5004 0879; Passcode: KORS One tap mobile:  
+12532158782,,82950040879#,,,,\*522532# US (Tacoma)

## **CALL TO ORDER**

## **AGENDA AMENDMENTS**

## **PUBLIC ACCESS**

## **ANNUAL OFFICER ELECTION**

1. Board Chair
2. Board Secretary

## **MONTHLY BUSINESS**

1. Previous Minutes
  - a) 11/25/2024 Regular Meeting
  - b) 12/16/2025 Regular Meeting
  - c) 1/13/2025 Special Meeting
2. Approval of Vouchers
  - a) 12/17/2024 b-aofe \$3,900.37
  - b) 12/17/2024 c-cfe \$2,161.00
  - c) 12/17/2024 d-aofe \$3,265.16
  - d) 12/23/2024 Payroll \$20,983.45
  - e) 12/30/2024 e-aofe \$2,586.79
  - f) 12/30/2024 f-cfe \$4,500.00
  - g) 12/31/2024 g-aofe \$7,088.84

## **MONTHLY REPORTS**

1. Manager's Report – Chip, posted online.
2. Financial Report – Kim
  - a. Monthly Financial Report – posted online.
  - b. DOR Sales Tax Update
  - c. 2021-2023 Audit Update
  - d. Accounting Transition Update



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### **OLD BUSINESS**

1. ESWD/Port Drainage Cost Share – Commissioner Hamilton
2. Port/ESWD Interlocal – Chip
3. Vierthaler Property – Chip
4. PAPI Flight Check – John Shute NV5
5. Projects and Planning
  - a. Pavement Rehab Project – Mason, PAE
  - b. EV Charge Project– Bruce Benton
6. Bi-Plane Hangar Roof-Bids

### **NEW BUSINESS**

1. Pavement Rehab/Vierthaler – Establish committees
2. Resolution 2025 0127 – Establishing Bank Accounts
3. 2025 Meeting Times

### **PUBLIC ACCESS**

### **ADJOURNMENT**

### **UPCOMING MEETINGS:**

**Regular Meeting February 24, 2025**

PORT OF ORCAS  
REGULAR MEETING AND BUDGET HEARING MINUTES

November 25,2024

Commissioners present: Robert Hamilton, Mia Kartiganer, ( By ZOOM Annalies Schuh, Jason Laursen, Michael Triplett)

Staff Present: Chip Long, Kim Kimple

CALL TO ORDER: Robert called the meeting to order at 5:00pm

Agenda Amendments: Chip wanted to move the New Business titled “ ESWD/Port Drainage” to just before OLD BUSINESS. Chip also wanted to move the Old Business items of “Annual Contact with Neighbors” and “Eastside Hangar Drainage” off the monthly agendas and into his monthly Manager reports. Robert asked and received consensus.

Robert’s Remarks: (00:04:20) Robert provided an overview of the meeting and how he hoped things would move along to get everything done.

PUBLIC ACCESS; (00:06:28) No members of the public had comment to give.

BUDGET HEARING; Robert provided a concise review of the 2025 Port Budget—There was no comment on the budget from the Commissioners and no comment from the public so Robert presented Resolutions for Commission approval.

Resolutions for the 2025 Budget and Tax Levy were passed unanimously.

MONTHLY BUSINESS; (00:15:00)Previous Minutes:

10-21-2024 Special Meeting Minutes: Robert asked for comments about these Minutes and Michael stated that since he was 15 minutes late for that meeting and there was no recording of that meeting, he would be voting No. While there was no formal motion or second, role call vote occurred and there were 4 ayes and Michael nay to accept these Minutes.

10-28-2024 Regular Meeting Minutes; Robert thought that Bruce Benton had mentioned that Opalco would be paying for all the electricity used in the first five years of charging station usage. Robert felt this issue to be important enough to add to the Minutes and therefore suggested we table the approval of these Minutes until this detail could be confirmed. Consensus achieved to table these Minutes.

Approval of Vouchers: (00:18:41)

- a) AP 2024-11-05 a-aofe \$2,645.67
- b) AP 2024-11-05 b-aofe \$3,120.00
- c) AP 2024-11-19 c-aofe \$4,353.83
- d) AP 2024-11-19 d-cfe \$26,826.98
- e) Payroll 2024-11-21 \$21,856.76

Robert moved we accept the Vouchers a-e. Mia seconded. 4 Ayes Michael Nay

Manager Report;

Chip went over a few of the eight items from his Manager's report. He mentioned ongoing work to certify the new PAPI. He discussed the new roof proposal for the new Biplane Hangar and thinks a new roof will cost \$40,000 to \$55,000. Additional cost would occur if the Port wants the word ORCAS painted on the new roof. Jason mentioned that recently two private hangars on the east side were re-roofed at a much lower cost. Transformer for the EV Project has been ordered.

Financial Report: available online

DOR Sales Tax Update; Kim says she doesn't expect any more work on this until the new year.

Accounting Transition Update; ( 00:28:22)

Kim wants the Port to create some checking accounts and has provided a Resolution for the Commission. This should help smooth the transition as the County ceases some of the accounting functions they have provided to the Port in the past.

Robert moved we approve Resolution 11-25C 5-Ayes

NEW BUSINESS;

Jason Bradshaw ( ESWD general manager) gave a presentation. As a result of their ongoing \$20M upgrade project, they were required to update and expand their drainage plan. While attempting to connect their drainage pipes to an existing pipe on Port land, they discovered the Port pipe had aged out and "they took it upon themselves to dig and replace this pipe" which was 18" in diameter and 125 linear feet. They also cleaned out a portion ( 50-60 feet) of the existing drainage ditch to the north of this pipe which is also on Port property. Jason says the total cost to ESWD for this work was \$46K and he asks the Port to consider sharing of this cost. Jason refused to name a percentage or amount he is hoping to receive from the Port. Jason asserts that replacement of this 125 feet of pipe will greatly help the drainage of the Eastside Hangar area. Chip asserted that the Port's lack of maintenance of our drainage ditches likely contributed to the accelerated demise of this pipe. Chip further described his conversation with County Roads about their recent cleaning out of ditches and pipes on North Beach Rd.....emphasizing the necessity of annual or at least a regularly scheduled cleaning out of all Port drainage ditches. Jason said that all the drainage piping of the entire NE hangar area is very old steel pipe. Michael agreed that it would be tough to determine a percentage of the total costs that might be absorbed by the Port and added that at the risk of sounding ungrateful to ESWD, the narrative given sounded like ESWD has been digging and working on Port property without Port permission. Michael added that ESWD took the 1000 square feet of grass sold to them by the Port to make their upgrade possible and converted it all to hardscape which increases the drainage problems for the Port. Michael further questioned the precedent should the Port help ESWD with these costs, that any upstream property that is required (as a result of their constructions) to provide drainage mitigation might also have a case to ask the Port for financial help. Robert thanked ESWD for what they have done.

Robert moved we ask Chip to study and make recommendations to the Commission as how to answer ESWD's request. Michael seconded the motion. 5 Ayes

OLD BUSINESS;

TTF Fee Draft Resolution; (00:53:00)

Robert began a discussion outlining the process taken to come to this Resolution. Questions were made as to the process the Port will take if these tariffs are not paid. Robert prefers to address non-payment IF that occurs and not include it in the Resolution. He further states that staff has not been very diligent or persistent in collection of the tariff. ( Author notes that approximately only 2 of the 12 properties affected by this tariff paid their share last year.) Lively general discussion on TTF issue ensued.

Robert called for the vote on tariff #7. Effective Jan 1,2025 \$300 annual fee for TTF parcels that have aircraft and subject in the future to annual increases based on the CPI Seattle-Tacoma.

There was no second but it was approved unanimously. 5 Ayes

ESWD Use of Road and Property: ( 01:10:22)

Chip says there is a final rendition of the interlocal agreement that will be sent to the Commissioners in the next week.

Projects and Planning:

CIP Update: Mason Parks from PAE gave a presentation for the updated plan for the use of Bipartisan Infrastructure Law funding. Originally the plan was to use the 2025 BIL money for pavement maint of the runway/taxiways AND perform some much needed Drainage Work. Delays from Environmental approvals make useage of BIL money impossible for drainage work at the airport in 2025. Since the BIL money has a timeline for which it can be used, the FAA will allow the Port to spend the entire 2025 amount on a more comprehensive runway/taxiway overhaul. Mason expects the ( mill-overlay) overhaul of these surfaces to cost a lot more than just maint.---with the expectation that the Port will also need to commit 2026 BIL funds towards this project. With the choice of either losing about \$500K of Federal BIL money or opting for a more ambitious runway project which will use all the 2025 BIL funds as well as obligate future BIL funds that had not been project specified, the Commission felt there was little choice. Mason expects the runway will need to be closed for 2-4 weeks in the summer of 2026. Mason will get all the paperwork ( design) done by years end (2025) so the time-specific BIL monies will be committed and not lost. A Special Meeting of the Port may need to occur end of December or early January to aid Mason/Chip on the timeline.

Robert moved, Jason seconded and the Commission voted unanimously 5-0 for Mason to proceed with the CIP update plan.

EV Charge Project update was tabled

Westside Development Update was tabled and moved to Managers report

## NEW BUSINESS ( 01:31:49)

Policy for Recording of Meetings; Michael suggested that the Port develop policy to record the entirety of all Port meetings with the exception of Executive Sessions. He used the non-recorded planning meeting of 10-21-2024 as an example. As Secretary of the Port, Michael would prefer not to take notes during the meeting so he can participate fully. Also any interested member of the public can gain better understanding of the meetings if they have access to a recording. Any questions as to what was actually said at a meeting can refer to the recording.

Motion made by Michael for the Port to record all public meetings, Jason seconded. Robert wanted to amend the motion to add " unless the Commission votes at the beginning of said meeting not to record". Michael and Jason approved the amendment. Motion approved. 5 Ayes

## PUBLIC ACCESS

There was no input from the public

Adjournment; Robert called the meeting adjourned at 6:36

Respectfully submitted,

Michael Triplett

Secretary



PORT OF ORCAS  
Regular Meeting Minutes  
December 16,2024

Commissioners present: Annalies Schuh, Jason Laursen, Michael Triplett, Mia Kartiganer, ( Robert Hamilton via ZOOM)

CALL TO ORDER; At 5pm, Chairman Robert called the meeting to order.

PUBLIC ACCESS; Bob Waunch questioned the rationale for an annual inflation adjustment on the Through Fence Use Fee. He asserted that TTF properties have a higher assessed value with the County than comparable properties due to their ability to taxi their planes to the runway. As such, they are paying ( through higher property taxes) for that privilege and a TTF fee with annual CPI increases is not fair.

MONTHLY BUSINESS:

Approval of Minutes;

10/28/2024 Regular Meeting; Robert admitted that his objection to these Minutes at the last regular meeting were unfounded and asked for a motion to approve them now. Michael moved to approve the 10/28/2024 Minutes, Mia seconded and it passed 5-0

11/25/2024 Minutes; Kim admitted she neglected to include these Minutes in the board packet ( Some Commissioners had not read them yet) and so by consensus, the approval of these Minutes was tabled.

Approval of Vouchers;

12-3-2024 voucher for \$2,472.27 was presented by Robert. Mia moved to accept the voucher, Jason seconded and the motion passed 4-1 with Michael voting Nay

(00:09:40)

Manager's Report:

Chip Long reviewed his report which had been posted online.

1; Chip, Mia, and Annalies attended a WPPA meeting and Chip felt it was beneficial.

2: PAPI certification is still not completed due to conditions outside Chip's control.

3: Biplane Roof; Some quotes have been made and others are expected to re-roof this building and/or just paint the word ORCAS on the roof.

4:Eastside Hangar Drainage; Some improvements have been noted but one hangar is still flooding and plans to mitigate that flooding are ongoing.



Michael asked Chip about Vierthaler's move out date. Paul Vierthaler expects to be out by the end of January but has not given any formal notice. As such, Michael asked whether any efforts were underway to find a new tenant for the hangar portion of that property and Michael asked to be considered to be the next tenant of that hangar once vacated. Robert asked Chip to research this property, find out if we can keep the hangar and rent it out. Chip says the FAA says the Vierthaler house must either be demolished or moved off the property. Chip went on to assert the possibility of building additional hangars where the house used-to-be. Kim as our previous Manager, outlined some of the factors involved as we consider the future use of this property. Robert asked Chip to organize the options the Port has for this property.

Financial Report was to be posted online and there was no update on the delinquent DOR Sales Tax on prior years fuel sales.

OLD BUSINESS: (00:22:22)

1. Through the Fence Fee Resolution #12-16-24: Robert gave us an outline of the history and the 2024 Port efforts to come to today's vote on the Resolution. (00:45:45) Mia objected to the length of Robert's outline and the fact that he was allowing public comment outside of the public comment agenda times. She further stated that this subject had been debated/discussed throughout 2024 and it was time to vote on the Resolution and move on to other Port business. After another couple minutes, a call was made to vote on Resolution #12-16-24 and it passed 5-0.
2. ESWD/Port Drainage Cost Share ( 00:49:00)  
Robert outlined that ESWD has asked the Port to cost-share for work they did on our property.  
Robert MOVED that the Port reimburse ESWD( half the \$46K they incurred) \$23,000 for work they performed on Port property. Motion died for a lack of a second. Discussion ensued---Mia referred to a portion of the previous month's Minutes that stated that Chip was asked to study ESWD's request for Port financial assistance and give the Commission a recommendation. Chip stated that 95% of the water going through the pipe replaced by ESWD belongs to the Port while 5% of the water going into that pipe belongs to ESWD. Chip says technically the Port owes ESWD nothing. Chip feels that ESWD had to replace this pipe to keep their expansion project moving and that work has inadvertently helped the Eastside Drainage problems of the Port. Chip said any amount the Port wants to pay to ESWD is purely a Commission decision. Mia expressed an obligation to ESWD but wants a concrete basis to defend the amount of money the Port pays to ESWD. Michael reminded Chip that we have engineers who have outlined future drainage work for our entire Port campus.....specifically what diameter pipe is outlined by that report to go into that area on that comprehensive plan....i.e. IF those plans show an 18" pipe is ideal for that area, then ESWD has helped the Port....HOWEVER if those plans show a larger diameter pipe is ideal for current and future drainage mitigation, we will just need to dig up that 125 feet pipe ESWD just put into the ground as it doesn't fit the comprehensive plan. Chip says he will find out the pipe diameter proposed for that area in our drainage plans and get back to us. Michael stated he was uncomfortable with ESWD digging on Port property without our permission and further wondered why ESWD didn't solve their drainage issue by angling a

pipe across their own property directly to the drainage ditch in the NW vicinity of their property—why did they need to connect to the Port’s existing drainage pipe at all?????

3. ESWD use of Port Road and Property; ( 01:01:20) Chip says the last draft of the interlocal agreement included a provision requiring ESWD to carry insurance which Jason at ESWD currently is reviewing. Chip expects that an interlocal agreement that has ESWD approval will be available to the Commission for their review soon.
4. CIP Update; Mason from our engineering firm PAE gave us a presentation. Rehabilitation Project of Port runway and taxiways has received Environmental Clearance as well as an approved Scope of Work from the FAA. Independent fee estimate ( IFE) is underway. Mason is asking for a Special Meeting of the Port January 13 to get an Engineering Contract approved. That Engineering Contract is to be available for Commission review a week prior to our meeting to approve. Mason reviewed the timeline of this runway/taxiway rehab project ( see Minutes of Port meeting 11-25-2024). Annalies had left the meeting early but Consensus of the four remaining Commissioners was made to have the Special Meeting on January 13, 2025 at 5PM.  
. EV Charge Project; ( 01:13:20) Bruce Benton gave us an update. Installation of the EV chargers at the high school and the Port will likely begin in January 2025. Bruce further added that the level 3 system to be installed at the Port will have the ability to convert for a myriad of future possibilities including the option of charging EV bus service or EV aircraft. There may be grant money available should the Port wish to be involved in an EV shuttle system for the island.
5. Biplane Hangar Roof. ( 01:21:56)  
This issue was covered in the Manager’s Report.

NEW BUSINESS:There was no new business on the agenda

PUBLIC ACCESS;

Rick Fant expressed pleasure that the TTF issue is over even though he is the only person that will need to pay 2 fees. Rick doesn’t think the Port should even consider helping ESWD with their drainage expenses especially since they didn’t not even ask the Port before proceeding with the work. Rick asked if he heard correctly that the runway might need to be closed for 2 weeks for the pavement rehabilitation. He wonders if periodic shorter closures might be better for the island instead of a 2 solid weeks of closure. ....

UPCOMING MEETINGS;

Special meeting January 13, 2025 at 5PM

Regular Meeting January 27, 2025 at 5PM

Respectfully Submitted,

Michael D Triplett, Secretary



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# **SPECIAL MEETING MINUTES**

Orcas Island Airport Terminal Conference Room

January 13, 2025, 5:00 PM

Recording: <https://us02web.zoom.us/rec/share/6pmmk6g407ArtZ9wb5drXxQlwrOfTGvjFRF2pphAuWi-5iAIHDbYgp13V2LhdgE5.a3FCt1p8dawO1MTa>

*Recording is available in accordance with applicable public record retention schedule.*

## **CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Chair Hamilton. Quorum was noted, including Commissioners Triplett, Kartiganer, Laursen, and Hamilton in person. Commissioner Schuh was absent.

Also present are members of the public, Port staff: Chip Long and Kim Ihlenfeldt, and Mason Parks of Precision Approach Engineering.

## **PUBLIC ACCESS**

Rick Fant, Dwight Gus, Chris Caps, and Allan Tone shared comments in support of pavement rehabilitation project and requested public access to share comments after Precision Approach Engineering presents the project and prior to the vote of the Board.

## **SPECIAL AGENDA**

### **1. Pavement Rehabilitation Project**

- Mason Parks, PAE, presented an overview of the pavement rehabilitation project.
- Commissioners discussed the history of the runway, funding concerns and desire to address the needs of the public.

**MOTION** to approve the runway, taxiway and apron pavement rehabilitation engineering design and services task order #4 with Precision Approach Engineering by Robert, second by Jason. After further discussion, the motion was approved with 3 in favor (Commissioners Hamilton, Kartiganer, Laursen), and 1 against (Commissioner Triplett).

### **2. 2025 Regular/Special Meeting Scheduling**

Commissioner Hamilton requested the Board consider changing the regular meeting time from 5:00 p.m. to 4:00 p.m., and will open for further discussion at the next regular meeting.

Commissioner Hamilton also reminded the Board about upcoming annual Board Chair and Secretary Elections.

**PUBLIC ACCESS**

Dwight Gus expressed support of the runway pavement rehabilitation project, and recommended communicating with the public the financial breakdown of the majority of funding for the project will originate from Federal sources and is not coming entirely from property tax revenue.

**ADJOURNMENT**

Commissioner Hamilton adjourned the meeting at 6:22 p.m.

**UPCOMING MEETINGS:**

**Regular Meeting: January 27, 2025**

Submitted by Kim Ihlenfeldt:

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DRAFT

### CLAIMS PAYMENT REQUEST

DISTRICT: PORT OF ORCAS

FUND # 6723

Page 1 of 3


DATE: 17-Dec-24

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$3,900.37

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

DocuSigned by:



12/17/2024

Signed as Auditing Officer

Date

Signed as Chairman / Commissioner

Date

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling \$ 3,900.37 for the period ending December 17, 2024 We approve payment with our signatures below.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

apInAVnn  
12/16/2024 9:18:16PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

**Vendor Number:** cen657                      **Name:** CENTURYLINK / LUMEN

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
300515092	1	Phone 12/06/24	E 6723.00.546.10.42.0020	273.47	in

**Vendor Number:** eas310                      **Name:** EASTSOUND SEWER & WATER DIST

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
0005	1	Sewer 12/02/2024	E 6723.00.546.10.47.0003	66.31	in
0229	1	Sewer 12/02/2024	E 6723.00.546.10.47.0003	153.56	in
<b>Vendor Total:</b>				219.87	

**Vendor Number:** eas350                      **Name:** EASTSOUND WATER USERS ASSN

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
10831.01	1	Water 11/30	E 6723.00.546.10.47.0001	134.39	in
10832.01	1	Water 11/30	E 6723.00.546.10.47.0001	70.17	in
10833.01	1	Water 11/30	E 6723.00.546.10.47.0001	50.08	in
<b>Vendor Total:</b>				254.64	

**Vendor Number:** aua101                      **Name:** GUARDIAN SECURITY SYSTEMS. INC

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
1555644	1	Q1 security	E 6723.00.546.10.41.0003	96.72	in

**Vendor Number:** lon672                      **Name:** LONG. KENNETH

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
20241213	1	Reimbursement for soda supplies	E 6723.00.546.30.34.0001	53.92	in

**Vendor Number:** orc830                      **Name:** OPALCO

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
20241217	1	USPS - postage box	E 6723.00.546.10.42.0010	84.00	in
	2	Quickbooks - accounting software	E 6723.00.546.10.41.0006	409.75	in

aplAVnn  
12/16/2024 9:18:16PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

2493001	1	Power 11/30/24	E	6723.00.546.10.47.0002	1,286.95	in
2493003	1	Power 11/30/34	E	6723.00.546.10.47.0002	134.02	in
2493007	1	Power 11/30/24	E	6723.00.546.10.47.0002	59.70	in
2493008	1	Power 11/30/24	E	6723.00.546.10.47.0002	61.28	in
2493009	1	Power 11/30/24	E	6723.00.546.10.47.0002	62.71	in
2493010	1	Power 11/30/2024	E	6723.00.546.10.47.0002	60.28	in
2493011	1	Power 11/30/24	E	6723.00.546.10.47.0002	351.84	in

**Vendor Total:** 2,510.53

**Vendor Number:** san275      **Name:** SAN JUAN SANITATION. INC

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
2905665-SJ	1	Refuse 11/30/24	E 6723.00.546.10.47.0004	185.07	in

**Vendor Number:** sta065      **Name:** STARR EXCAVATION

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
C1451	1	I28576. 11/7-11/21	E 6723.00.546.10.47.0005	160.00	in
	2	I28585. 12/5	E 6723.00.546.10.47.0005	80.00	in

**Vendor Total:** 240.00

**Vendor Number:** off003      **Name:** THE OFFICE CUPBOARD

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
5285	1	Office supplies	E 6723.00.546.10.31.0002	66.15	in

**Grand Total:** 3,900.37

**CLAIMS PAYMENT REQUEST**

DISTRICT: PORT OF ORCAS

FUND # 6727

Page 1 of 2

DATE: 17-Dec-24

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$2,161.00

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

DocuSigned by:

12/17/2024

Signed as Auditing Officer

Date

Signed as Chairman / Commissioner

Date

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling \$ 2,161.00 for the period ending December 17, 2024 We approve payment with our signatures below.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date



apInAVnn  
12/16/2024 9:13:13PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

**Vendor Number:** wet925

**Name:** WETLAND RESOURCES INC

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
22154-1124	1	Wetland Monitoring report	E 6727.00.594.46.61.0001	600.00	in

**Vendor Number:** whp100

**Name:** WHPACIFIC, INC.

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
398128	1	Grant #3-53-0023-021-2022 Bi-Plane	E 6727.00.594.46.61.0001	1,561.00	in

**Grand Total:** 2,161.00

**CLAIMS PAYMENT REQUEST**

DISTRICT: PORT OF ORCAS

FUND # 6723

Page 1 of 3


DATE: 17-Dec-24

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$3,265.16

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

DocuSigned by:



12/19/2024

Signed as Auditing Officer

Date

Signed as Chairman / Commissioner

Date

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling \$ 3,265.16 for the period ending December 17, 2024 We approve payment with our signatures below.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

aplAVnn  
12/19/2024 9:31:34AM

**Invoice Accounting Report by Vendor Name**  
San Juan County

Vendor Number: san180                      Name: SAN JUAN COUNTY

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
03671	1	2022 Q3 AUDITOR FEES	E 6723.00.546.10.41.0001	698.77	in
03703	1	2022 Q4 AUDITOR FEES	E 6723.00.546.10.41.0001	652.13	in
03733	1	2023 Q1 AUDITOR FEES	E 6723.00.546.10.41.0001	744.35	in
03764	1	2023 Q2 AUDITOR FEES	E 6723.00.546.10.41.0001	439.57	in
03858	1	2024 Q1 AUDITOR FEES	E 6723.00.546.10.41.0001	730.34	in
<b>Vendor Total:</b>				<b>3,265.16</b>	
<b>Grand Total:</b>				<b>3,265.16</b>	

DATE: **12/23/24**

**PAYROLL WORKSHEET**  
December 2024

**Port of Orcas**

RATE	EMPLOYEE NAME	EMPLOYEE NUMBER	FUND #	BARS	L&I	REG HRS	AMOUNT DUE	multiple line total per employee
161.00	Jason Laursen	LAU672	6723.00.	546.10.10.2001	5306-07	2	\$322.00	
161.00	Michael Triplett	TRI150	6723.00.	546.10.10.2001	5306-07	2	\$322.00	
161.00	Mia Kartiganer	KAR100	6723.00.	546.10.10.2001	5306-07	5	\$805.00	
161.00	Robert Hamilton	HAM300	6723.00.	546.10.10.2001	5306-07	2	\$322.00	
161.00	Annalies Schuh	SCH672	6723.00.	546.10.10.2001	5306-07	5	\$805.00	
11,145.83	Chip Long	LON672	6723.00.	546.10.10.2002	5306-07	160	\$11,145.83	
	Chip Long	LON672	6723.00.	546.10.10.2002	N/A	16	\$0.00	PTO-Holiday
	Chip Long	LON672	6723.00.	546.10.10.2002	N/A	x	\$570.60	\$11,716.43 Medical
<del>53.85</del> 53.50	Kimberley Kimple	KIM250	6723.00.	546.10.10.2002	5306-07	53.5	<del>\$2,862.25</del>	<del>\$2,880.98</del> <i>JK</i>
	Kimberley Kimple	KIM250	6723.00.	546.10.10.2002	N/A	0		PTO-Sick
28.44	James Reid	REI200	6723.00.	546.10.10.2003	4201-02	108	\$3,071.52	
	James Reid	REI200	6723.00.	546.10.10.2003	N/A	11.2	\$318.53	PTO-Holiday
	James Reid	REI200	6723.00.	546.10.10.2003	N/A	0	\$0.00	PTO-Sick
420.00	James Reid	REI200	6723.00.	546.10.20.0005	N/A	x	\$420.00	\$3,810.05 Medical
<b>TOTALS</b>						<b>364.70</b>	<b>\$20,964.73</b>	<b>20,983.45</b> <i>JK</i>

I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligation against the Port of Orcas, and that I am authorized to certify to said claim.

Signed *[Signature]*  
6F9CF742D9FE415...

Auditing Officer  
Title

I, 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, and that the claim is a just, due and unpaid obligation against San Juan County, and that I am authorized to authenticate and certify to said claim.

Signed \_\_\_\_\_ Chairman \_\_\_\_\_

Date \_\_\_\_\_

**CLAIMS PAYMENT REQUEST**

DISTRICT: PORT OF ORCAS

FUND # 6723

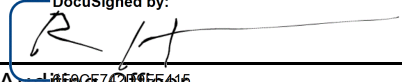
Page 1 of 2

DATE: 30-Dec-24

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$2,586.79

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

DocuSigned by:  
  
\_\_\_\_\_  
Signed as Accounting Officer Date 1/7/2025

\_\_\_\_\_  
Signed as Chairman / Commissioner Date

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling \$ 2,586.79 for the period ending December 30, 2024 We approve payment with our signatures below.

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

aplAVnn  
01/06/2025 11:15:29PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

**Vendor Number:** isl144                      **Name:** ISLAND PETROLEUM SERVICES

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
4729	1	Propane 11/22/24	E 6723.00.546.10.32.0001	132.51	in

**Vendor Number:** mid002                      **Name:** MIDNIGHT VENTURE

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
20241231	1	Janitorial - December	E 6723.00.546.20.41.0001	965.51	in
	2	Tax - Janitorial	E 6723.00.546.20.41.0001	81.10	in
	3	Landscaping - Dec	E 6723.00.546.20.48.0006	263.13	in
	4	Tax - Landscaping	E 6723.00.546.20.48.0006	22.10	in
<b>Vendor Total:</b>				<b>1,331.84</b>	

**Vendor Number:** pet513                      **Name:** PETTY CASH - PORT OF ORCAS

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
20241231	1	Hyatt Regency - WPPA conference hotel	E 6723.00.546.30.43.0001	445.76	in
	2	USPS PO Box	E 6723.00.546.10.42.0010	84.00	in
	3	Quickbooks	E 6723.00.546.10.41.0006	409.75	in
	4	Amazon - small tools	E 6723.00.546.20.35.0001	13.00	in
	5	Amazon - office supplies	E 6723.00.546.10.31.0002	37.93	in
	6	Bulb connection - field lighting	E 6723.00.546.20.31.0006	132.00	in
<b>Vendor Total:</b>				<b>1,122.44</b>	
<b>Grand Total:</b>				<b>2,586.79</b>	

**CLAIMS PAYMENT REQUEST**

DISTRICT: PORT OF ORCAS

FUND # 6727

Page 1 of 2

DATE: 30-Dec-24

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$4,500.00

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

DocuSigned by:  
 1/7/2025

Signed as Auditing Officer...

Date

Signed as Chairman / Commissioner

Date

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling \$ 4,500.00 for the period ending December 30, 2024 We approve payment with our signatures below.

Commissioner

Date

Commissioner

Date

Commissioner

Date

Commissioner

Date

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01/06/2025 11:16:10PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

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**Vendor Number:** avi001                      **Name:** THE AVIATION PLANNING GROUP

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
ORS-0004-01F	1	IFE Pavement Maintenance Project	E 6727.00.594.46.61.0001	4,500.00	in
				<b>Grand Total:</b>	4,500.00



**CLAIMS PAYMENT REQUEST**

DISTRICT: PORT OF ORCAS

FUND # 6723

Page 1 of 3

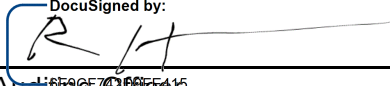
DATE: 31-Dec-24

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$7,088.84

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

DocuSigned by:



1/14/2025

Signed as Auditing Officer

Date

Signed as Chairman / Commissioner

Date

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling \$ 7,088.84 for the period ending December 31, 2024 We approve payment with our signatures below.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

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01/14/2025 1:08:05PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

**Vendor Number:** air143                      **Name:** AIRSIDE SOLUTIONS, INC.

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
40264	1	Weather station supplies	E 6723.00.546.20.31.0008	3,400.64	in

**Vendor Number:** eas310                      **Name:** EASTSOUND SEWER & WATER DIST

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
0707	1	Sewer 12/31/24	E 6723.00.546.10.47.0003	87.25	in

**Vendor Number:** eas350                      **Name:** EASTSOUND WATER USERS ASSN

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
10831.01	1	Water 12/31/24	E 6723.00.546.10.47.0001	135.20	in
10832.01	1	Water 12/31/24	E 6723.00.546.10.47.0001	68.93	in
10833.01	1	Water 12/31/24	E 6723.00.546.10.47.0001	50.61	in
<b>Vendor Total:</b>				254.74	

**Vendor Number:** isl730                      **Name:** ISLAND HARDWARE & SUPPLY

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
40846	1	Janitorial supplies	E 6723.00.546.10.31.0004	12.13	in
	2	Building maint supplies	E 6723.00.546.20.31.0009	8.23	in
<b>Vendor Total:</b>				20.36	

**Vendor Number:** isl144                      **Name:** ISLAND PETROLEUM SERVICES

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
PortofOrcas	1	Fuel 12/2024	E 6723.00.546.10.32.0001	149.80	in

**Vendor Number:** nap100                      **Name:** NAPAAUTO PARTS

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
007353	1	Auto supplies	E 6723.00.546.20.31.0007	15.15	in

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01/14/2025 1:08:05PM

**Invoice Accounting Report by Vendor Name**  
San Juan County

**Vendor Number:** pet513      **Name:** PETTY CASH - PORT OF ORCAS

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
20241230	1	Docusian	E 6723.00.546.10.31.0005	325.20	in
	2	SWIRE Coca cola	E 6723.00.546.30.34.0001	237.75	in
	3	Sound Publishing	E 6723.00.546.10.41.0044	80.00	in
	4	Rock Auto	E 6723.00.546.20.31.0007	36.66	in
	5	Adobe - Nov	E 6723.00.546.10.31.0005	21.67	in
	6	Zoom - Nov	E 6723.00.546.10.31.0005	10.00	in
	7	Adobe - Dec	E 6723.00.546.10.31.0005	21.67	in
	8	Zoom - Dec	E 6723.00.546.10.31.0005	10.00	in
<b>Vendor Total:</b>				<b>742.95</b>	

**Vendor Number:** roc201      **Name:** ROCK ISLAND COMMUNICATIONS INC

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
RI00002976	1	Internet 12/25/24	E 6723.00.546.10.42.0030	189.75	in

**Vendor Number:** san275      **Name:** SAN JUAN SANITATION, INC

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
2905665-SJ	1	Trash 12/25/24	E 6723.00.546.10.47.0004	185.07	in

**Vendor Number:** off003      **Name:** THE OFFICE CUPBOARD

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
5285	1	Janitorial supplies	E 6723.00.546.10.31.0004	93.13	in

**Vendor Number:** was290      **Name:** WA PUBLIC PORTS ASSN

<u>Invoice Number</u>	<u>Line No</u>	<u>Line Description</u>	<u>Account Number</u>	<u>Amount</u>	<u>Type</u>
024-754	1	2024 Annual Meeting x3 commissioners	E 6723.00.546.30.49.0030	1,950.00	in

**Grand Total:** 7,088.84



147 Schoen Lane, P.O. Box 53  
Eastsound, WA 98245-0053  
360.376.5285  
orcasairport@rockisland.com  
www.portoforcas.com

## Manager's Report 1/27/2025

1. Vierthaler Property – Move out complete 1/31, working group to be named for next steps
2. PAPI – Flight Check on 1/16, unsuccessful, NV5 to assess and brief
3. Bi-Plane hangar roof – Bids received
4. Snow removal contract - Signed with Timberline
5. Annual Fuel Tank Inspection – Successfully complete
6. Runway Survey – Complete 1/21
7. Field Maintenance – Wind sock and Taxi lights replaced
8. Geotech – Asphalt core sampling, Feb 16-20
9. Eastside Hangar Drainage – Discussions with individual hangar owners and OHA reps continue...
10. EV Charger project Phase 1 installation (Port, OIHS and Exchange) continues, Port transformer for Lvl 3 ordered,
11. Westside Development – Tabled
12. Airport Neighbors – Contact continues
13. Nickel Brothers – 3/5 Runway for home move
14. AWOS – Tri annual inspection complete

# **HAUL ROUTE INTERLOCAL COOPERATION AGREEMENT BETWEEN EASTSOUND SEWER & WATER DISTRICT AND THE PORT OF ORCAS**

THIS Haul Route Interlocal Cooperation Agreement ("AGREEMENT") is made and entered into pursuant to RCW 39.34.080, by and between Eastsound Sewer & Water District ("DISTRICT") and The Port of Orcas ("PORT"), each of which are municipal corporations duly organized and existing under the State of Washington. DISTRICT and PORT may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

**WHEREAS**, PORT owns, maintains, and repairs certain taxiways and roadways, including without limitation Schoen Lane (collectively, "Port Access Roads"), located at or adjacent to the Orcas Island Airport (the "Airport") as depicted on **Exhibit "A"** attached hereto;

**WHEREAS**, DISTRICT owns, maintains, and operates a water and sewer facility located at 143 Cessna Road, Eastsound, Washington, adjacent to the Airport;

**WHEREAS**, DISTRICT, from time to time, desires the use of Port Access Roads for hauling operations by heavy trucks operated by DISTRICT and/or DISTRICT's contractors, services providers, and agents ("District Vehicles");

**WHEREAS**, District Vehicle hauling operations may cause accelerated deterioration of Port Access Roads, thereby requiring repairs or improvements beyond routine repairs and maintenance, costing PORT additional maintenance expenses; and

**WHEREAS**, the Parties desire to enter into this AGREEMENT to memorialize their agreement concerning DISTRICT's obligations to PORT so that PORT may approve the use of Port Access Roads by District Vehicles without incurring any additional costs or liabilities arising out of District Vehicle Use of Port Access Roads.

**THEREFORE**, for and in consideration of the above recitals that are incorporated herein, and terms and conditions contained herein, the Parties mutually agree as follows:

## **1. PURPOSE**

The purpose of this AGREEMENT is to establish a cooperative framework for the coordination and execution of services related to the use of Port Access Roads by District Vehicles thereby ensuring safety and minimizing disruption to airport operations and ensuring that such use does not result in any additional cost or liability to PORT.

## **2. SCOPE OF RESPONSIBILITIES**

**2.1 Avoidance of Taxiways:** DISTRICT shall avoid the use of airport taxiways by District Vehicles without first obtaining the PORT's prior consent. Any PORT-approved use or crossing of taxiways by District Vehicles will be coordinated with PORT to ensure minimal interference with airport operations.

**2.2 Debris Management:** DISTRICT will ensure that anytime a District Vehicle, regardless of its size, uses or crosses a taxiway, there will be immediate inspection and clearance of any gravel, or foreign object debris (“FOD”) left behind. A representative from DISTRICT will be available on-site to perform this task in coordination with PORT personnel. DISTRICT shall reimburse PORT for all costs PORT incurs for the inspection and clearance, including without limitation, PORT staff time and overhead (“Taxiway FOD Costs”).

**2.3 Use of Schoen Lane:** District Vehicles are permitted to access and use Schoen Lane for the purpose of a haul route to transport wastes and materials to and from DISTRICT’s wastewater treatment plant located at 143 Cessna Road, Eastsound, WA.

**2.4 Restoration of Schoen Lane:** DISTRICT understands and agrees that by virtue of District Vehicles’ use of Port Access Roads beyond what is common or usual, DISTRICT assumes responsibility for all damage and additional maintenance costs of Port Access Roads resulting from its use of such Port Access Roads as a haul route. “Additional maintenance” means grading, reshaping, repair, and/or modification in excess of the same operations performed as routine maintenance by PORT. Any improvements to or widening of Port Access Roads necessitated by District Vehicles’ operations shall be considered incidental to the hauling performed and shall be made at DISTRICT’s sole cost and expense unless otherwise authorized by addendum in this AGREEMENT and shall remain in place or be removed at PORT’s sole and exclusive discretion.

**2.5 Insurance.** DISTRICT and anyone operating District Vehicles on Port Access Roads shall maintain, during the life of this AGREEMENT commercial general liability insurance with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, naming PORT, its elected officials, officers, employees, representatives, and agents as additional insureds by way of endorsement. Additionally, said Parties shall maintain auto liability insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) for bodily injury and property damage, as well as workers’ compensation insurance with statutory limits. The DISTRICT may satisfy its insurance obligations under this Section through participation in a state-approved risk management pool for water and sewer districts. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an “additional insured” under the liability coverage provided by the joint self-insurance program. Notwithstanding the foregoing self-insured retention provision, the DISTRICT shall immediately defend and indemnify the PORT from any claims associated with, resulting from, or arising from the uses authorized under this Agreement.

### **3. TERM**

This AGREEMENT shall remain in effect indefinitely until terminated by either Party pursuant to the terms herein.

### **4. COMPENSATION AND FINANCING**

**4.1 District Reimbursement of Port Costs:** During the period for which this AGREEMENT is in effect, DISTRICT shall reimburse the PORT for all costs of additional maintenance and repair necessitated by District Vehicles' use of Port Access Roads. Reimbursement of such additional maintenance and repair shall be limited to the actual cost to PORT of labor, including, without limitation, overhead, equipment, and materials plus fifteen percent (15%) for administration (collectively, the "Haul Route Costs"). DISTRICT shall make payment to PORT of Haul Route Costs upon receipt of detailed invoices supported by written documentation. DISTRICT shall pay the invoiced amount of Haul Route Costs to PORT within forty-five (45) days from the invoice date.

**4.2 Bond:** PORT may request but shall not require a bond from the DISTRICT, acknowledging that government agencies generally do not pose a collection risk. PORT may execute on the Bond in the event an invoiced amount of Taxiway FOD Costs or Haul Route Costs is not paid by the DISTRICT within forty-five (45) days of the date of the invoice.

**4.3 Disputes:** The Parties shall make good faith efforts to resolve any dispute arising from this AGREEMENT. In the event a dispute over DISTRICT's obligation to reimburse PORT for Taxiway FOD Costs or Haul Route Costs under this AGREEMENT cannot be resolved between the Parties, the dispute shall be submitted to an independent civil engineer registered in the State of Washington who is experienced in taxiway and road design, construction, and maintenance (the "Arbitrator") for resolution and determination. A Party's belief that a dispute should be submitted to the Arbitrator shall be transmitted to the other Party in writing with as much detail as possible. DISTRICT shall pay all total Taxiway FOD Costs and Haul Route Costs invoice amounts when payment is due under this AGREEMENT. Any disputed sums shall be held in escrow until the dispute is resolved.

The Arbitrator shall be selected by agreement of the Parties. If the Parties cannot agree on an Arbitrator within sixty (60) days of notice of an arbitrable dispute to the other Party, the Arbitrator shall be appointed by the PORT Commission. The findings of the Arbitrator shall be final and conclusive as to the Parties. Arbitration shall be completed within sixty (60) days of the selection of the Arbitrator. The costs of Arbitration, including attorney fees, shall be apportioned based on the principle that the substantially losing Party should pay the substantially prevailing Party's costs, including reasonable attorney fees as provided in Section 10.9.

The Parties acknowledge that disputes concerning public funds are often best resolved through the judicial system, ensuring transparency and accountability. Therefore, either Party may elect to resolve disputes in court instead of arbitration.

## **5. ADMINISTRATION**

The following individuals are designated as representatives of the respective Parties and are responsible for administration and coordination under this AGREEMENT:

**5.1 PORT'S Representatives:** The Port Manager or other designee(s).

**5.2 DISTRICT'S Representatives:** The General Manager or other designee(s).

## **6. MAINTENANCE AND INSPECTION OF RECORDS**

**6.1 Record Keeping:** The Parties shall each maintain books, records, and documents which sufficiently and properly reflect all work related to the performance of this AGREEMENT. These records shall be subject to inspection, review, or audit by the other Party or authorized governmental officials.

**6.2 Retention Period:** The Parties shall retain all relevant records for six (6) years after the expiration of this AGREEMENT, or in accordance with the Party's public records retention schedule, whichever period is longer.

## **7. TERMINATION**

**7.1 Notice of Termination.** Any Party may terminate this AGREEMENT upon thirty (30) days' written notice to the other Party.

**7.2 Survival.** All obligations of DISTRICT as provided for herein shall not cease upon termination of this AGREEMENT and shall continue as obligations until fully performed. All clauses of this AGREEMENT which require performance beyond the termination date shall survive the termination date of this AGREEMENT.

## **8. ASSUMPTION OF RISK AND INDEMNIFICATION**

**8.1 Assumption of Risk.** PORT has not made and does not herein make any representations as to the present or future conditions of the Port Access Roads or the character of the traffic on any of the Port Access Roads. DISTRICT assumes all risks of damage to property of or injury to DISTRICT or anyone acting under the authority granted to DISTRICT by this AGREEMENT.

**8.2 Release and Hold Harmless.** To the extent permitted by law, DISTRICT shall release, protect, defend, indemnify, and hold harmless PORT, its elected officials, officers, employees, representatives, and agents from and against any and all claims, costs, expenses, and liabilities for any damage including, but not limited to damage to PORT property and for any bodily or personal injury, including but not limited to wrongful death, arising from the acts or omissions of the DISTRICT or its agents in the performance of this AGREEMENT, except to the extent caused by the negligent acts or omissions or willful misconduct of PORT.

## **9. LIMITED WAIVER OF IMMUNITY UNDER TITLE 51**

FOR PURPOSES OF THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, AND ONLY TO THE EXTENT OF CLAIMS AGAINST DISTRICT BY PORT UNDER SUCH INDEMNIFICATION PROVISION, DISTRICT SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR



FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO.

\_\_\_\_\_  
DISTRICT

\_\_\_\_\_  
PORT

## 10. MISCELLANEOUS

**10.1 No Partnership or Joint Venture:** This AGREEMENT does not create a partnership or joint venture between the Parties.

**10.2 No Third-Party Beneficiaries:** This AGREEMENT is not intended to create rights in any third parties.

**10.3 Compliance with Laws:** The Parties shall comply with all applicable laws in performing this AGREEMENT.

**10.4 Notices.** All notices and payments hereunder may be delivered or mailed. If delivered by messenger or courier (including overnight air courier), they shall be deemed delivered when received at the street addresses listed below. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, and shall be conclusive evidence of the date of mailing. The Parties may designate new or additional addresses for mail or delivery by providing notice to the other Party as provided in this section.

**To PORT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To DISTRICT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10.5. Waiver.** No failure by the Parties to insist upon the strict performance of any term or condition of this AGREEMENT or to exercise any right or remedy upon a breach thereof, shall constitute a waiver or breach of any other term or condition of this AGREEMENT.

**10.6. Severability.** In the event any term or condition in this AGREEMENT or application thereof to any person or circumstances is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or condition hereof,

and the Parties will reasonably cooperate to modify this AGREEMENT to achieve the purposes set forth herein.

10.7. **Captions.** The captions of the paragraphs of this AGREEMENT are only to assist the Parties in reading and understanding this AGREEMENT and shall have no effect upon the construction or interpretation of any part thereof.

10.8 **Interpretation.** This AGREEMENT has been submitted to the scrutiny of the Parties and their counsel if desired. In any dispute between the Parties, the language of this AGREEMENT shall in all cases be construed as a whole according to its fair meaning and not for or against either Party. If any provision is found to be ambiguous, the language shall not be construed against either Party solely on the basis of which Party drafted the provision.

10.9 **Attorneys' Fees.** Should any dispute commence between the Parties concerning the rights and duties arising out of this AGREEMENT, the substantially prevailing party in such dispute, whether the dispute be resolved by litigation or other proceeding, shall be entitled, in addition to such other relief as may be granted to it, a reasonable sum as and for its costs and attorneys' fees.

10.10 **Assignment.** This AGREEMENT shall not be assigned by either Party with the prior written consent of the other Party, which consent is in the other Party's sole and exclusive discretion.

10.11 **Modifications.** No alteration, modification, amendment, or waiver of this AGREEMENT shall be valid unless it is in writing and signed by both the Parties.

10.12 **Counterparts.** This AGREEMENT may be signed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same AGREEMENT. Any Party hereto may execute and deliver this AGREEMENT by transmitting an authorized signature by email and copies of this AGREEMENT executed and delivered by means of emailed signatures shall have the same effect as copies executed and delivered with original signatures.

10.13 **Entire Agreement.** This AGREEMENT represents the entire agreement between the Parties concerning the subject matter and this AGREEMENT supersedes all of their previous understandings and agreements, written and oral, with respect to this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the last date written below.

**EASTSOUND SEWER & WATER DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE PORT OF ORCAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"

Figure Depicting Port Access Roads Subject to this AGREEMENT

PORT OF ORCAS  
RESOLUTION ESTABLISHING BANK ACCOUNTS AND CUSTODIANS  
JANUARY 27<sup>TH</sup>, 2025

WHEREAS, in July 2024 San Juan County Auditor’s Office announced their withdrawal from accounting functions for special purpose districts; and

WHEREAS, the Port of Orcas desires to continue using San Juan County as it’s Treasurer; and

WHEREAS, the Port of Orcas desires to open the following bank accounts in order to continue necessary accounting operations:

- 1) Checking account for the purpose of processing Accounts Payable to hold a balance of \$1,000.00.
- 2) Checking account for the purpose of processing Payroll, to hold a balance of \$50,000.00.
- 3) Checking account for the purpose of receiving direct ACH payments, to hold a balance of \$1,000.00.

NOW THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Port of Orcas hereby authorizes San Juan County to open the above accounts on behalf of the Port of Orcas with the opening balances to be transferred from Fund 6721, as necessary; and

BE IT FURTHER RESOLVED, Board Commissioner Mia Kartiganer and Executive Director Kenneth “Chip” Long are hereby authorized as signors of the above accounts and granted permission as signatories with access to establish, verify, and sign on behalf of the Port of Orcas; and

BE IT FURTHER RESOLVED, Kim Ihlenfeldt is hereby authorized as custodian of the above accounts and granted permission with access to maintain all accounts on behalf of the Port of Orcas; and

BE IT FURTHER RESOLVED, the excess balance of the receivables account is to be transferred to San Juan County Treasurer once weekly in accordance with established financial controls; and,

BE IT FURTHER RESOLVED, all accounts are to be reconciled monthly by the Port of Orcas.

This Resolution supersedes Resolution 20241125c.

PORT OF ORCAS  
RESOLUTION ESTABLISHING BANK ACCOUNTS AND CUSTODIANS  
JANUARY 27<sup>TH</sup>, 2025

Adopted this 27<sup>th</sup> day of January, 2025 by the Port of Orcas Board of Commissioners.

\_\_\_\_\_  
Mia Kartiganer

\_\_\_\_\_  
Robert Hamilton

\_\_\_\_\_  
Jason Laursen

\_\_\_\_\_  
Annalies Schuh

\_\_\_\_\_  
Michael Triplett

\_\_\_\_\_  
Attest: Chip Long