



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

# **MEETING AGENDA**

## **February 24, 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=VkhBWVl5QUt6NTNGMWRkVzVuUDhsQT09>

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**

### **MONTHLY BUSINESS**

1. Previous Minutes
  - a) 01/13/2025 Special Meeting
  - b) 01/27/2025 Regular 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 \$2,5867.79
  - f) 12/30/2024 f-aofe \$4,500.00
  - g) 12/31/2024 g-aofe \$7,088.84
  - h) 01/31/2025 Payroll \$28,238.29
  - i) 02/04/2025 a-aofe \$17,459.77
  - j) 02/18/2025 b-aofe \$12,712.20
  - k) 02/18-2025 c-cfe \$ 20,969.50

### **MONTHLY REPORTS**

1. Manager's Report
2. Financial Report
  - a. DOR Sales Tax Update



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## **OLD BUSINESS**

1. ESWD/Port Drainage Cost Share – Commissioner Kartiganer
2. Port/ESWD Interlocal– Chip
3. Vierthaler Property – Kartiganer/Schuh
4. PAPI Flight Check – Chip
5. Projects and Planning
  - a) Pavement Rehab Project-PAE/Mason
  - b) EV Charger Project– Chip
6. Bi-Plane Hangar Roof-Bids

## **NEW BUSINESS**

## **PUBLIC ACCESS**

## **ADJOURNMENT**

## **UPCOMING MEETINGS:**

**Regular Meeting March 24, 2025**



47 Schoen Lane, P.O. Box 53  
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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

## PORT OF ORCAS COMMISSION MEETING, JANUARY 27<sup>th</sup> 2025

# MEETING MINUTES revised 20Feb2025

Note: Times indicated in [brackets] are hours and minutes from the start, to the nearest minute. A video recording of the meeting is available at [portoforcas.com](http://portoforcas.com) .

### CALL TO ORDER [00:00]

- *Chair Hamilton called the meeting to order at 5:00pm, noting that Hamilton, Kartiganer, Schuh, Triplett were present in person, with Laursen online. Executive Director Long and Finance Manager Ihlenfeldt were also in attendance in person.*
- *Various public attendees were in person and online.*

### AGENDA AMENDMENTS [00:00]

- *Clarifications were made as to the correct agenda. A consensus determined that the more recent agenda would be used, with Commissioners able to table any agenda items that did not appear on the older agenda.*

### PUBLIC ACCESS [00:07]

- *None offered*

### ANNUAL OFFICER ELECTION [00:08]

1. Board Chair: *Kartiganer nominated by Triplett, no others, five years. Kartiganer was elected and assumed the Chairing of this meeting.*
2. Board Secretary: *Hamilton and Schuh nominated. Schuh declined. Four years, one nay with Hamilton elected.*

### MONTHLY BUSINESS [00:11]

*The following previous minutes were discussed:*

- a) 11/25/2024 Regular Meeting: *Approved with one minor edit.*
- b) 12/16/2025 Regular Meeting: *Approved.*
- c) 1/13/2025 Special Meeting: *Tabled.*

#### 2. Approval of Vouchers [00:14]

- 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

- *Approval of all vouchers was tabled due to them not being available with enough time. A request was made to have them available, if possible, a week before a meeting.*

## **MONTHLY REPORTS [00:17]**

1. Manager's Report – [00:18] *Chip's report posted online. Chip answered various questions about details concerning the Pavement Project. Mason reported that the core samples are in the process of being taken this Feb 17 – 21.*

2. Financial Report [00:21] – *Ihlenfeldt's report for December is posted online. Ihlenfeldt discussed various issues with the transition of our financial processes in working with the county auditor's office. It was explained we are using Banner Bank because that is what the County is using. The County has been providing accounting services for free and has now ended that practice. All twenty-seven Special Purpose County Districts are facing issues with the changes being made at the County level, and are working together to resolve these issues.*

## **OLD BUSINESS [00:28]**

1. [00:28] *ESWD/Port Drainage Cost Share – Commissioner Hamilton gave a brief update on his visit to the construction site, noting that the replaced pipe is directly down the middle of the property line between the Port and ESWD, and also that ESWD has a twentyfoot easement for maintenance and other purposes. They did maintenance work that we probably should have been doing. Hamilton reported that technically the Port doesn't owe anything to help with maintenance performed, but that it would be neighborly. Triplett raised a concern about damage to the fencing and gate around the construction site. Jason Bradshaw, ESWD Manager, explained that it was a construction site and that they will be replacing those with new fences and gate. Jason invited Long and any Commissioners to review the site by contacting him.*

*Triplett made a motion to not reimburse ESWD for the digging and repairs done to the drainage improvements. Laursen seconded. Schuh asked whether the drainage had improved after the work was done. Jason answered that the drainage has improved significantly, as that pipe was a bottleneck with county water flowing through there as well as from Port and ESWD property. Chip confirmed that the flow had greatly increased.*

*Motion failed with two yeas, and three nays. It was left open what payment, if any, might be offered.*

2. [00:42] Port/ESWD Interlocal: *One typo that changed the meaning was found in Section 10:10 (“with” should be “without”.) Hamilton made a motion to adopt the Interlocal Agreement, including the fixed typo, and submit it back to the ESWD. Laursen seconded. During discussion, Michael raised numerous questions and objections. Long again requested that Commissioners submit their questions and objections in writing so that they can be answered thoughtfully. Hamilton and Laursen tabled their motion.*

3. [00:49] Vierthaler Property: *Long reviewed that the Vierthalers’ lease, nominally to end in May 2025 but noting that the Vierthalers were ending it early on January 31<sup>st</sup>, 2025. Long reminded the Commissioners that the building must be demolished or moved outside of the ROFA, and that the FAA will fund up to the cost of demolition. Long requested that a committee be formed to review the options in regards and suggest a plan.*

*Triplett requested that the hangar be rented to him until the building is moved or demolished. It was pointed out by Long and the Chair that this is an inappropriate request for a couple of reasons, and that we need to let the committee research options.*

*Schuh and Kartigartner volunteered to be on a committee. Hamilton made a motion that those two form a committee to investigate options for the Vierthaler property. Seconded by Triplett. Approved with five yeas.*

4. [00:55] PAPI Flight Check: *Long reported on the failure of the flight check on January 16<sup>th</sup>. John Schute is preparing a report on the test and the reasons for the failure, and the plan going forward.*

5. [01:05] Projects and Planning

a. [01:06] Pavement Rehab Project – *Mason Parks from Precision engineering Approach reviewed the history and updated the Commission on developments and estimated costs for the Pavement Rehabilitation Project. Hamilton made a motion to form a Pavement Rehab Project Committee consisting of Commissioners Schuh and Hamilton and Community Member Rick Fant. Seconded by Laursen. Approved with five yeas.*

b. [01:21] EV Charge Project: *Bruce Benton updated the Commission on the EV project installations, including at the High School. The Level III charger for the airport has been ordered. He raised the subject of the Car Share program perhaps keeping an EV car at the airport for use by pilots. Questions and parameters of such a program were discussed. No action was taken at this time.*

6. [01:36] Bi-Plane Hangar Roof-Bids: *Topic Tabled*

**NEW BUSINESS [01:37]**

1. [01:37] Pavement Rehab/Vierthaler Committees: *These two Committees were approved as noted above.*

2. [01:38] Resolution 2025 0127 – Establishing Bank Accounts: *Ihlenfeldt discussed the need and implications for this new resolution to replace the resolution from last month. She requested that signers on the Banner Bank Accounts to be Kartigarner and Long. Resolution was passed with four yeas and 1 nay.*

3. [01:42] 2025 Meeting Times: *Hamilton is proposing that the Regular Monthly Meeting date remain on the fourth Monday, but that the start time moves from 5:00pm to 4:00pm. This topic requires that it be on the agenda for two regular meetings. A short discussion followed with most Commissioners leaning toward keeping the 5:00pm time. The discussion will continue and a decision will be made at the February meeting.*

**PUBLIC ACCESS [01:48]**

- *Rick Fant thanked Mason Parks for his clear presentation. He commented that the Vierthaler house should be moved or demolished as soon as possible, and then observed that determining cost reimbursements as mentioned in the proposed Interlocal Agreement would be difficult. Finally, he suggested that keeping the current time of 5:00pm is best for him, and that meetings should be shorter.*

**ADJOURNMENT [01:52]** *Chair Kartigarner adjourned the meeting.*

**UPCOMING MEETINGS:** *Next Regular Meeting February 24, 2025 at 5:00pm*

Respectfully Submitted,  
*Robert Hamilton, Secretary*



**CLAIMS PAYMENT REQUEST**

DISTRICT: PORT OF ORCAS

FUND # 6723

Page 1 of 3

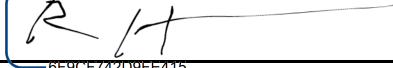
DATE: 17-Dec-24

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

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**

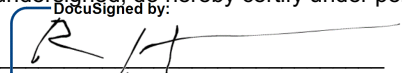
**PAYROLL WORKSHEET**

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
53.85	Kimberley Kimple	KIM250	6723.00.	546.10.10.2002	5306-07	53.5	\$2,862.25	\$2,880.98
	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, 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   
 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

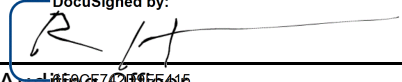
Page 1 of 2

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

apInAVnn  
01/06/2025 11:16:10PM

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

---

**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

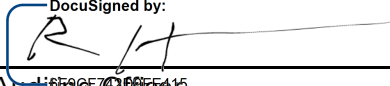
DATE: 31-Dec-24

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

apInAVnn  
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>				<b>254.74</b>	

**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>				<b>20.36</b>	

**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

aplAVnn  
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



## JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims.

Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request:

District name: Port of Orcas

Requestor name: Kim Ihlenfeldt

Requestor email address: finance@portoforcas.com

Requestor phone number: 360-298-4465

Total amount: \$28,238.29

BARS code: 6721.00.389.40.00.0000

Description of claim(s):

Payroll - January

Warrant delivery: Select one

Auditing Officer Certification:

*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.*

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Robert Hamilton
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

## Port of Orcas.

### Total Cost

From Feb 05, 2025 to Feb 05, 2025 from all locations

<b>Item</b>	<b>Amount</b>
<b>Total pay</b>	
Paycheck wages	\$ 23,718.70
Non-paycheck wages	\$ 0.00
Reimbursements	\$ 0.00
<b>Subtotal</b>	<b>\$ 23,718.70</b>
<b>Company contributions</b>	
PERS Employer	\$ 2,070.53
<b>Subtotal</b>	<b>\$ 2,070.53</b>
<b>Employer taxes</b>	
Social Security Employer	\$ 1,470.56
Medicare Employer	\$ 343.92
FUTA Employer	\$ 102.34
WA SUI Employer	\$ 192.59
WA Employment Administrative Fund	\$ 0.00
WA Paid Family and Medical Leave ER	\$ 62.14
WA Workers' Compensation Tax Employer	\$ 277.51
<b>Subtotal</b>	<b>\$ 2,449.06</b>
<b>Total payroll cost</b>	<b>\$ 28,238.29</b>



### Port of Orcas

12/26/2024 -

01/31/2025 \*note: this pay period includes an additional 6 days for Dec 26-31.

Name	Hours	Gross pay	Employee taxes	Aftertax deduction	Net pay	Employer taxes	Company contributions	Total payroll cost
Ihlenfeldt, Kim	108	\$ 4,860.00	-\$ 856.31	-\$ 309.10	\$ 3,694.59	\$ 469.91	\$ 442.75	\$ 5,772.66
Long, Kenneth	173.33	\$ 13,662.70	-\$ 2,838.79	-\$ 832.66	\$ 9,991.25	\$ 1,258.79	\$ 1,192.69	\$ 16,114.18
Reid, James	159.2	\$ 5,196.00	-\$ 955.42	-\$ 303.75	\$ 3,936.83	\$ 720.36	\$ 435.09	\$ 6,351.45
<b>Total</b>	<b>440.53</b>	<b>\$ 23,718.70</b>	<b>-\$ 4,650.52</b>	<b>-\$ 1,445.51</b>	<b>\$ 17,622.67</b>	<b>\$ 2,449.06</b>	<b>\$ 2,070.53</b>	<b>\$ 28,238.29</b>



SAN JUAN COUNTY  
Auditor's Office

## JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 2/4/2025

District name: Port of Orcas

Requestor name: Kim Ihlenfeldt

Requestor email address: finance@portoforcas.com

Requestor phone number: 360-298-4465

Total amount: \$17,459.77

BARS code: 6721.00.389.40.00.0000

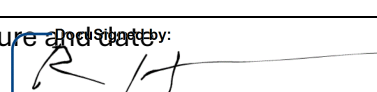
Description of claim(s):  
Accounts Payable

Warrant delivery: Select one

Auditing Officer Certification:

*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.*

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Robert Hamilton
Signature and date:  2/4/2025

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

## Port of Orcas Accounts Payable Summary 02/04/2025

Vendor	Amount	Category
Avcom	\$ 1,874.24	AWOS
Century Link	\$ 276.41	Utilities
ESWD	\$ 401.37	Utilities
Inter Island Propane	\$ 132.51	Propane
Island Hardware	\$ 118.52	Supplies
Midnight Ventures	\$ 1,331.84	Janitorial
OPALCO	\$ 2,502.36	Utilities
Petty Cash Reimbursement	\$ 93.47	Supplies
Rock Island	\$ 189.75	Utilities
RSI	\$ 180.00	AWOS
Squalicum	\$ 7,065.50	Wetland Maint
Wa Ports	\$ 790.00	Membership
WA SAO	\$ 2,503.80	Audit

Total Vendors: 13                          \$ 17,459.77



SAN JUAN COUNTY  
Auditor's Office

## JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 02/18/2025

District name: Port of Orcas

Requestor name: Kim Ihlenfeldt

Requestor email address: finance@portoforcas.com

Requestor phone number: (360) 298-4465

Total amount: \$12,712.20

BARS code: 6723.00.389.40.0000

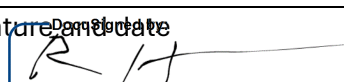
Description of claim(s):  
Accounts Payable - 6723

Warrant delivery: Select one

**Auditing Officer Certification:**

*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.*

**Auditing Officer or Commissioner Signature(s) for Approval of Claims:**

Name and title Robert Hamilton Commissioner
Signature and date  2/18/2025

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

## Port of Orcas 6723 Accounts Payable Summary 02/18/2025

<b>Vendor</b>	<b>Amount</b>	<b>Category</b>
Century Link	\$ 276.39	Phone
Double D Electric	\$ 1,071.63	Professional Services - Generator
Eastsound Water Users Assoc.	\$ 307.40	Water
Petty Cash	\$ 360.85	Swire CocaCola
San Juan Sanitation	\$ 250.60	Refuse
San Juan County	\$ 1,207.76	Stormwater Utility Tax
Timberline Construction	\$ 1,626.00	Snow Removal 2/3/25
Wa DOR - LHT	\$ 7,253.31	Leasehold Tax
Wa DOR - Excise	\$ 358.26	Sales Excise Tax

Total Vendors: \$ 12,712.20



SAN JUAN COUNTY  
Auditor's Office

### JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 02/18/2025

District name: Port of Orcas

Requestor name: Kim Ihlenfeldt

Requestor email address: finance@portoforcas.com

Requestor phone number: (360) 298-4465

Total amount: \$20,969.50

BARS code: 6727.00.389.40.0000

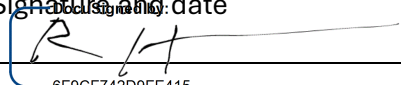
Description of claim(s):  
Accounts Payable - 6727

Warrant delivery: Select one

Auditing Officer Certification:

*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.*

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Robert Hamilton Commissioner	Name and title
Signature and date  2/18/2025	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

### Port of Orcas Accounts Payable Summary 02/18/2025

<b>Vendor</b>	<b>Amount</b>	<b>Category</b>
Blacklight Electric	\$20,952.10	EV Charge Grant Expenditure
Petty Cash	\$17.40	AIP - shipping baffles

Total Vendors: 2      \$20,969.50



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

## **Manager's Report 2/24/2025**

1. Vierthaler Property – Move out complete 1/31, working group named, CSD involved, next steps to include sale consideration and demolition bids
2. PAPI – Flight Check on 2/26,
3. Bi-Plane hangar roof – Bids received, decision needed
4. Snow removal – Timberline 1“-2” Feb 3
5. Runway Survey – Complete
6. Geotech – Asphalt core sampling complete
10. Eastside Hangar Drainage – Discussions with individual hangar owners continue, clear improvement...
7. EV Charger project Phase 1 installation, OIHS complete, Port and Exchange continues,
8. Nickel Brothers – 3/5 - 11:00pm, runway for home move
9. Westside Development – Tabled
10. Airport Neighbors – Contact continues



**FUND: 6721.00 PORT OF ORCAS**

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
<b>101</b>	<b>BEGINNING CASH BALANCE</b>			680,686.70	
310	TAXES	47.19			
320	LICENSES AND PERMITS				
330	INTERGOVERNMENTAL REVENUE	7.86			
340	CHARGES FOR GOODS AND SERVICES				
360	MISCELLANEOUS REVENUES				
380	NONREVENUES				
390	OTHER FINANCING SOURCES				
	<b>TOTAL RECEIPTS</b>		55.05		
540	TRANSPORTATION				
590	DEBT SERVICE AND OTHER				
	<b>TOTAL DISBURSEMENTS</b>		0.00		
<b>101</b>	<b>ENDING CASH BALANCE</b>				680,741.75
			<b>GL ENDING CASH BALANCE</b>		680,741.75
			<b>NET VARIANCE</b>		0.00
<b>241</b>	<b>PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)</b>			0.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	<b>NET CHANGE</b>		0.00		
<b>241</b>	<b>BONDS OUTSTANDING (ENDING BALANCE)</b>				0.00
<b>151</b>	<b>BEGINNING INVESTMENT BALANCE</b>			0.00	
	INVESTMENTS ACQUIRED	0.00			
	INVESTMENTS LIQUIDATED	0.00			
<b>151</b>	<b>ENDING INVESTMENT BALANCE</b>				0.00

**FUND: 6723.00 PORT OF ORCAS - AIRPORT OPERATIONS**

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
<b>101</b>	<b>BEGINNING CASH BALANCE</b>			170,749.56	
320	LICENSES AND PERMITS				
330	INTERGOVERNMENTAL REVENUE				
340	CHARGES FOR GOODS AND SERVICES				
360	MISCELLANEOUS REVENUES				
380	NONREVENUES	15,029.50			
390	OTHER FINANCING SOURCES				
	<b>TOTAL RECEIPTS</b>		15,029.50		
540	TRANSPORTATION				
580	NONEXPENDITURES				
590	DEBT SERVICE AND OTHER				
	<b>TOTAL DISBURSEMENTS</b>				
<b>101</b>	<b>ENDING CASH BALANCE</b>				185,779.06
				<b>GL ENDING CASH BALANCE</b>	185,779.06
				<b>NET VARIANCE</b>	<u>0.00</u>
<b>241</b>	<b>PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)</b>			0.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	<b>NET CHANGE</b>		0.00		
<b>241</b>	<b>BONDS OUTSTANDING (ENDING BALANCE)</b>				0.00
<b>151</b>	<b>BEGINNING INVESTMENT BALANCE</b>			895,000.00	
	INVESTMENTS ACQUIRED	0.00			
	INVESTMENTS LIQUIDATED	0.00			
<b>151</b>	<b>ENDING INVESTMENT BALANCE</b>				895,000.00

**FUND: 6727.00 PORT OF ORCAS CAPITAL PROJECTS**

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
<b>101</b>	<b>BEGINNING CASH BALANCE</b>			294,516.20	
310	TAXES				
330	INTERGOVERNMENTAL REVENUE				
360	MISCELLANEOUS REVENUES				
380	NONREVENUES	89.78			
390	OTHER FINANCING SOURCES				
	<b>TOTAL RECEIPTS</b>		89.78		
580	NONEXPENDITURES				
590	DEBT SERVICE AND OTHER				
	<b>TOTAL DISBURSEMENTS</b>				
<b>101</b>	<b>ENDING CASH BALANCE</b>				294,605.98
				<b>GL ENDING CASH BALANCE</b>	294,605.98
				<b>NET VARIANCE</b>	<u>0.00</u>
<b>241</b>	<b>PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)</b>			0.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	<b>NET CHANGE</b>		0.00		
<b>241</b>	<b>BONDS OUTSTANDING (ENDING BALANCE)</b>				0.00
<b>151</b>	<b>BEGINNING INVESTMENT BALANCE</b>			25,000.00	
	INVESTMENTS ACQUIRED	0.00			
	INVESTMENTS LIQUIDATED	0.00			
<b>151</b>	<b>ENDING INVESTMENT BALANCE</b>				25,000.00

## **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 heaving 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

