



**AGENDA FOR  
PORT OF ILLAHEE COMMISSION  
Wednesday, September 11TH - 6:30PM  
ZOOM MEETING #715 0997 5823 / Password: Illahee**

**1. CALL TO ORDER**

**2. CONSENT AGENDA**

1. Agenda
- \*2. The August 14th, 2024, Regular Meeting minutes
- \*3. The August 27th, 2024, Special Meeting minutes
- \*4. Pay Bills with check numbers **5222** through **5233** totaling **\$46,564.99**

**3. SIGNING OF DOCUMENTS**

Determine when/how to have at least 2 Commissioners sign the documents

**4. PUBLIC COMMENT**

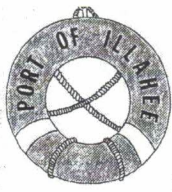
**5. REPORTS/UNFINISHED BUSINESS**

Aho/Piccone

- \*1. Grants/Waterfront Access Improvements  
John Piccone's Summary Update of Projects
  - a. ROW License Agreement - status
  - b. **Bid Manual**
    - 1 Bidding Requirements - Checklist
    2. Contract Forms- Checklist
    3. Special Conditions of the contract- requirements for completing work
    4. Technical Specifications
    5. Amendments to the standard specifications
    6. Drawings
    7. Appendices
  - c. **Construction Period Exceptions:**
    1. Construction costs and Port Budget
    2. Existing Site Conditions and Unknowns
    3. Administration of Construction Activities
  - d. **Department of the Army Corps of Engineers Float Replacement NWS -2021-861**
    1. LOP Permit Letter
    2. Permit drawings
    3. LOP General Conditions
    4. SSNP Notification Summary Sheet
    5. BMPs for Piling Removal
    6. Certificate of Compliance
    7. Notification of Appeals Options Form

Aho/Hall

2. Illahee Store Project – Status  
PLIA Remediations
  - a. SLR- Start date?
  - b. Brownfield Workshop, September 12,2024
  - \*c. Daves Septic, Commercial Building Clearance Application



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- \*3. Treasurer's Report as of **August 31, 2024**, General Fund **\$94,068.80** Investments **\$294,871.12**  
Good Property Management (GPM) Account \$199.00 total: \$389,138.92

**Grant Status:**

**RCO (Recreation Conservation office)**

BFP RCO Total = \$851,065.00 Amount of RCO paid **\$97,262.74** Remaining RCO Funds **\$753,802.26**

ALEA RCO Total= \$500,000.00 Amount of RCO paid **\$77,751.31** Remaining RCO Funds **\$422,248.69**

RCFB RCO Total= \$191,000.00 Amount of RCO paid \_\_\_\_\_ Remaining RCO Funds \_\_\_\_\_

**Last Month's Report Below**

3. Treasurer's Report as of **July 31, 2024**, General Fund **\$109,013.00** Investments **\$293,905.48**  
Good Property Management (GPM) Account \$199 total: \$403,117.48

**4. Reports**

Aho a. Website – Anything to report?

Hall b. Properties

5560 Ocean View Boulevard/Rental - Anything to report?

5500 Illahee Road /Rental - Anything to report?

5507 Illahee Road/Illahee Store Property - Anything to report?

Illahee Road Lot - Anything to report?

Rupert c. Dock/Pier – Anything to report?

Rupert \*d. Illahee days September 7, 2024  
Lessons learned

**6. NEW BUSINESS**

1. Tentative Special meeting possible
2. Commissioners interested signing up for WPPA Small Ports Seminar  
October 24, 25, 2024 Lake Chelan
- \*3. Budget Review- 2025 Preliminary Budget will need to be approved next month  
with the final Budget being adopted during the November meeting.
- \*4. The Port of Silverdale decided to terminate and waive the 60-day notice of the  
Interlocal Agreement with the Port of Illahee, rather than pause Agreement.
- \*5. Draft Contract for Administrative Services.
6. Small Works?

**7. PUBLIC COMMENT**

- 8. ADJOURN** – Regular Meeting – October 9th @ 6:30PM – via ZOOM  
– Kitsap All Ports – October 28th @ 6:30PM at Port of Brownsville



Port of Illahee  
Minutes of Regular Meeting  
August 14, 2024

The Regular Port of Illahee meeting was held virtually through the ZOOM app (meeting id# 71509975823 / Password: Illahee). Notice of the virtual meeting was posted near the kiosk at the head of the pier and on the Port's website – portofillahee.com.

### **CALL TO ORDER**

Commission Chairman James Aho called the meeting to order at 6:30PM. Also, in attendance were Commissioner Jeffrey Rupert; Commissioner Eric Hall; Administrator Jennifer Olson; Roy Barton; Cathy Johnson and John Buesch.

### **CONSENT AGENDA**

*The following consent agenda items were approved: August 14th Meeting Agenda; July 10th, 2024 Meeting Minutes; April 29th, 2024 All Ports meeting minutes; July 29th, 2024 Kitsap All Ports meeting minutes; checks numbering 5210 through 5221 totaling \$24,759.76 as outlined in the attached Voucher; (motion by Rupert; second by Hall all in favor).*

### **SIGNING OF DOCUMENTS**

Commissioners plan to stop by the Port of Silverdale office to sign documents on Thursday August 15, 2024.

### **PUBLIC COMMENT**

A community member inquired about the Kitsap All Ports meeting minutes, specifically regarding the updates provided by the Port of Illahee. They sought clarification on whether the issue pertains to the Port of Illahee or the Illahee Preserve. The minutes noted that the Department of Ecology (DOE) has dam safety regulations affecting the 1930s dam in Illahee. Beavers are attempting to plug the riser, and the DOE has identified this as an emergency issue. Commissioner Aho clarified that a long time ago the Port of Illahee had previously applied for a Centennial Grant due to dam safety concerns impacting the Illahee community, necessitating the Port's involvement.

The community member also raised a question about the Kitsap All Ports meeting minutes, which mentioned the return of funds from the Illahee Store Project. Commissioner Aho responded, stating that he disagreed with the minutes' interpretation, as he had not indicated that the funds should be returned.



## REPORTS/UNFINISHED BUSINESS - Waterfront Improvement Project

Commissioner Aho updated the Commission with John Piccone's (SoundWest Engineering) report regarding the Port of Illahee's projects. Please see John's report below:

### Waterfront Improvement Project

#### Regulatory Update:

Good progress has been made on all fronts with regulatory items and the following is a list of final items necessary prior to advertising for bids:

- o We must still receive our corps permit for the in-water work; the Corps and NMFS are actively working on this now that the Tribal MOA is finalized. They tell me they hope to conclude this review by mid-August if everything goes well. NMFS did ask us to submit a marine mammal monitoring plan which was quickly finalized and submitted the week of July 22.
- o We are still waiting for DNR's stewardship review to be completed per the Port's lease agreement and they tell us they hope to be done by the second week of August.
- o We are also now waiting on the County to finalize the ROW license agreement which also appears to be achievable by August.

#### Design & Bid Manual Progress Update:

- o We have continued to prepare the bid manual sections and finalize design related items based on the anticipated regulatory schedule.
- o Jim and I have discussed the various components of the bid manual in detail, and I have copied the table of contents below with brief explanations for each section so all Commissioners have a sense of what is typically required when bidding a public project of this type. The bid manual is a very comprehensive document that governs how the contract work will take place; the engineering drawings are only one component of these "contract documents". When the bid manual is complete, all Commissioners will have an opportunity to review it and express any comments or concerns, and/or have it reviewed by the Port's legal counsel if you so choose, prior to issuing the advertisement for bids.

### Bid Manual Table of Contents & Description:

#### Part 1 – Bidding Requirements

Part 1 focuses on the numerous required forms and information the contractor must submit along with their bid price for the work. The majority of these items are required by state law for public agencies bidding work. This part of the bid manual includes the actual proposal sheets where the contractors will list their pricing for each work component as well as numerous other items that will also be submitted at the time of bid opening.



- Advertisement for Bids
- Bidder's Checklist
- Proposal
- Required Proposal Forms
- Non- Collusion Declaration
- Statement of Proposed Subcontractors
- Contractor Certification Wage Law Compliance - Responsibility Criteria
- Supplemental Bidder Responsibility Criteria - The supplemental bidder responsibility section includes several pages of requirements the contractor must submit to demonstrate they are well qualified for the work. Procedures for rejecting the low bid contractor based on inadequate qualifications is prescribed by state law and this section serves to increase the Ports decision making ability in this regard.

### **Part 2 – Contract Forms**

Part 2 includes all the necessary contract forms for execution once the project is awarded to the successful bidder. The primary contract for construction is only a couple pages but it clarifies that all the components of the bid manual, including all referenced manuals, also comprise the contract for construction.

- Contract for Construction
- Required Contract Forms
- Payment Bond
- Performance Bond
- Selection of Retainage Option
- Prevailing Wage Requirements

### **Part 3 – Special Conditions of the Contract**

Part 3 includes numerous provisions and requirements for completing the work that are specific to this project. It includes such items as communication protocols, project related contacts, contractors' responsibilities related to regulatory compliance, what submittals are required before performing the work, certain surveying and utility locate requirements, hours and days work can be done and how bad weather days will be accounted for, construction testing, etc. This section also includes the very important section on how the work will be measured and paid for relative to the bid price received in the proposal.

### **Part 4 – Technical Specifications**

Technical specifications are exactly what they sound like; all the very specific details related to materials and execution necessary for the installation of each item. On this project we will have two types of technical specifications; "performance specifications" where we only dictate the performance-based outcome of the work item, and "prescriptive specifications" where we detail more exactly what material to use and how it will be installed and tested. For example, on this project the contractor will have the latitude to shop around for different types of retaining wall blocks that meet basic guidelines (performance) but the type of asphalt will be exactly specified (prescriptive).



### **Part 5 – Amendments to the Standard Specifications**

In addition to the provisions and specifications of part 3 and 4; part 5 incorporates by reference the WSDOT standard specifications for municipal work. This is a comprehensive document in and of itself and we incorporate it by reference to prevent having to reiterate many of the more standard specifications that generally apply to all projects of this type. However, it is sometimes necessary to make minor amendments to these so that they apply to the Port of Illahee in this case instead of WSDOT. The majority of those amendments are actually made by WSDOT periodically as a courtesy to Washington State municipalities and public agencies.

### **Part 6 – Drawings**

The drawings are exactly what you'd expect and are either included in a single bound document with the rest of the manual or bound separately and included by reference.

### **Part 7 – Appendices (Other Reference Documents Available by Request)**

The appendix is also a very important part of the bid manual as it includes such items as the project specific permits and various reports (like the contaminated material management plan the Commissioners authorized SLR to complete). By incorporating these items into the appendix, the information becomes part of the contract, and the contractor is responsible for compliance as well as being informed ahead of submitting bids.

- Appendix A: Miscellaneous Forms
  - A-1: Completed Affidavit on Behalf of Contractor
  - A-2: Completed Consent of Surety Company to Final Payment
  - A-3: Contractor's Certificate of Completion Form
- Appendix B: Permits
- Appendix C: Special Report

### **• Notable Construction Period Expectations:**

#### **o Construction Costs and Port Budget:**

As we've discussed during numerous meetings, there has been a sequence of unfortunate delays in this project due primarily to negotiations with the Suquamish Tribe, coordination with Kitsap County including the regional stormwater treatment potential, and several other regulatory reviews with very long review periods. As a result of these delays, the original estimated construction cost estimate (which was merely an estimate of probable cost range to begin with) is now likely to be lower than actual bids received due to multiple years of significant inflation in the construction industry. Proceeding with the approach that has been discussed previously, we will go ahead and receive bids as soon as everything is ready so the Port knows without guessing what the actual bid price will be. In an effort to save time after bids are opened, I suggest the Port revisit the existing budget and contingency options for additional funding ahead of actually opening bid. Also, as previously discussed, once we know what the bid amount is we can discuss any overages with RCO to see if there is any possibility of additional assistance from them. The bid documents will specify that award of the contract is contingent on the Ports post-bid evaluation of available funding.



o **Existing Site Conditions and Unknowns:**

As Jim and I have discussed at various points during the process of grant applications, permitting, and design (most recently discussed again during our site walk on 7-11-24); there are numerous existing site features and unknown elements associated with the project. Based on the discussions we've had with the Commission during the process to date, the directed approach was to not expend unnecessary expense upfront studying unknown elements but to resolve them only if necessary, during construction. The basis of this approach was that if a certain condition exists the Port would need to pay costs associated with the condition regardless, and it was not desired to pay additional engineering or field study cost upfront and in addition to the construction costs. One representative example of this approach relates to the depth the float pilings will be driven to. To know the pile depth more precisely ahead of time the Port would need to incur the cost of marine subsurface borings however, the piles will ultimately be driven to the required structural depth regardless. Instead, we will require the contractor to drive the piles to a presumptive depth and then pay the added cost to drive deeper only if necessary. This project site presents numerous similar unknown elements such as the existing shoreline retaining wall (concrete bulkhead) structural integrity, the existing fixed pier structure, the potential for contaminated soils and/or groundwater, unknown subsurface conditions in the upland portion of the site and around or beneath the existing residential structures, etc. The construction period approach is planned such that these unknowns will be addressed during construction in a fair and equitable way with the selected contractor, which may necessitate change order costs the Port will incur if the unknown conditions do prove to present the need for additional work.

o **Administration of Construction Activities:**

Administration of a construction project of this type is generally most successful when communication protocols and administrative procedures are well defined ahead of advertising for bids and as such these protocols and procedures will be included in part 3 of the contract documents. In addition to other administration items, the Part 3 draft currently specifies the following general items in greater detail:

- Project related contacts for the Port will be John Piccone (or his designee) and Jim Aho only. John and Jim will therefore correspond with the contractor on a regular basis during construction and provide the contractor with timely direction as construction progresses. This direction will be based on the approved project budget, including the approved project budget contingency amount, and any other high-level direction from the board. In an effort to prevent issues associated with miscommunication, the contractor will be prohibited from receiving direction from any other persons.
- "Construction observation" will be conducted by John Piccone (or his designee) and Jim Aho. The purpose of "construction observation" is NOT to direct the contractors means and methods of doing the work but rather to monitor the project for apparent compliance with the contract documents and intent of the work. No other persons will be permitted to perform "construction observation" however, ordinary observation from outside the primary construction limits should not present a problem provided it is from within safe limits and does not involve project related communications.
- Execution of documents will be the responsibility of Jim Aho based on the approved budget and any other higher decisions made by the board in advance. Jim will have the authority to execute change orders if necessary and/or approve design changes during construction, if within budget, in order to provide the contractor any necessary timely response.



- Payments associated with the construction process will be made on a regular basis in accordance with the contract document specifications and therefore will be reviewed when received by John and Jim and then transmitted to Jennifer Olson to issue payment (provided there are no payments exceeding the pre-approved project budget including approved contingency). Payments to the contractor will generally be made on a monthly schedule based on the completed progress of work. Monthly or bi-monthly grant reimbursements are requested and received after the monthly payments to the contractor is issued.

In addition to these highlights, there are numerous other administrative matters specified in the contract documents and as mentioned above, all Commissioners will have an opportunity to review the contract documents prior to advertising for bids to better understand and approve what is proposed therein.

- **Anticipated Schedule;** Based on the current feedback we are receiving from the review agencies we are planning to follow the approximate dates below:
  - o All regulatory approvals by mid-August,
  - o Finalize the project manual for approval by or prior to Sept. 6 and transmit to all Commissioners for review.
  - o Commissioner discussion related to bid manual and advertising and approval to proceed at Sept. 11 meeting as needed
  - o Publish advertisements for bids on or about September 11.
  - o Schedule pre-bid meeting on site with interested bidders to allow for contractor inspections of the site and any in person questions they wish to ask by late September.
  - o Open bids approximately mid-October (allowing the bidders at least 4 weeks to prepare bids.
  - o Review bids and seek board direction on award of project mid to late October.
  - o Work with the selected contractor to establish the contract and construction schedule for the various work items considering allowable in-water work windows, and wet winter weather considerations for the upland excavation work, with the goal of project completion by fall of 2025. As soon as we have a firm advertisement and bidding date established a firm end date will also be established and the bid manual will specify the total number of calendar days allowed for construction completion.

### Permit Status Summary

#### Waterfront Access Project

Permit	Submittal Date	Permit issued	Permit Status
SSDP	8-19-21	8-4-22	SSDP staff report notice of decision received and ready for inclusion in the bid manual.
HPA	4/9/24	5/24/24	Complete and ready for inclusion in the bid manual.
NWP	8-17-21	Pending – anticipated by mid August	Permit review is reportedly underway since we informed the Corps on the status of the Tribal agreement. We are continuing to check in regularly on the timeline to finalize and expressing urgency to the Corps.
SDAP	2-7-23	Approval issued 5/22/24	Approval issued; Contractor to secure final permit after mandatory preconstruction meeting with Kitsap County.





## Waterfront Access Project- continued

<b>BP</b>	<b>Anticipated by contractor in 2024</b>	---	Contractor to submit final wall calculations and other items County may request based on their material bids and attend mandatory pre-construction meeting prior to issuing.
<b>ROW</b>	<b>Anticipated by contractor in 2024</b>	---	We are in process negotiating the license agreement with the county for improvements in the ROW. The final permit will be obtained by the contractor after submitting his bonds, traffic control plan, etc.
<b>FIRE</b>	<b>Included with Building Permit</b>	---	Design has preliminary approval under the SDAP.
<b>DNR</b>	<b>Submitted following Tribal MOA</b>	<b>Anticipated by mid-August</b>	All items requested to date have been submitted and we are waiting on approval and/or any additional conditions the DNR may issue. We are continuing to check in regularly and express urgency to finalize.

SSDP – Substantial Shoreline Development Permit (Kitsap County)

HPA – Hydraulic Project Approval (WDFW)

NWP – Nationwide Permit 3 (USACE)

BP – Building Permit (Kitsap County)

ROW – Right of Way (Kitsap County)

Fire – Fire Code Permit (Kitsap County)

DNR – Department of Natural Resources

## Pile Replacement Project

Permit	Submittal Date	Permit Issued	Permit Status
<b>Shoreline Exemption</b>	<b>9-22-22</b>	<b>2/15/23</b>	<b>Complete and ready for inclusion in bid manual.</b>
<b>NWP3</b>	<b>9-22-22</b>	<b>11-21-22</b>	<b>Complete and ready for inclusion in bid manual.</b>
<b>HPA</b>	<b>2020</b>	<b>2/14/20</b>	<b>Complete and read for inclusion in bid manual. This maintenance permit was obtained by others and will expire on 2/12/25. We will request a new permit or extension if needed once we understand the selected contractor's schedule. Maintenance permits can usually be issued quickly, and this is not anticipated to impact the ultimate construction schedule if in-water work occurs in August of 2025.</b>



## **PUBLIC COMMENT:**

Commissioner Aho asked if there was any public comment after he discussed John Piccone's report regarding the status of the Ports projects.

**Community member 1:** Does the Port still have the bond from Kitsap Bank available?

Commissioner Aho responded with yes, the Port still has the bond funds available.

**Community member 1:** If the Port needs the money, I would first liquidate the Illahee road lot because that is not bringing in money and is owned outright with no debt, I would put lot on the market.

**Community member 2:** When doing your 2025 budget have firm grasp for the operations and maintenance line items, think in advance of what you will need.

**Community member 3:** I agree with Community member 1 regarding the sale of the lot off of Illahee road. I would start to get your ducks in a row regarding the Oceanview house, no outside maintenance has been done. I would get an estimate of how much you could sell the house for just to find out how much funds you would have from it. Upkeep will get expensive.

**Community member 1:** RBC Construction was interested in the Illahee Road lot a couple of years back, maybe try and contact them first.

**Community member 3:** Put in the hands of a realtor that is allowed to sell government lots.

There was extensive discussion among the Commissioners regarding the potential sale of the Illahee Road lot and the Oceanview house. Key points raised included:

1. Waiting until some of the bids are received to prioritize the need for additional funds. Establishing a plan to address potential overages, considering that construction will not begin until next summer.
2. Ask the Recreation Conservation Office (RCO) for more grant money due to overages and delays. It was agreed to table the conversation for now.

**Treasurer's Report as of July 31, 2024** General Fund **\$109,013.00** Investments **\$293,905.48**

Good Property Management (GPM) Account \$199 total: **\$403,117.48**

### **Grant Status:**

**BFP RCO Total = \$851,065.00 Amount of RCO paid \$97,262.74 Remaining RCO Funds \$753,802.26**

**ALEA RCO Total= \$500,000.00 Amount of RCO paid \$77,751.31 Remaining RCO Funds \$422,248.69**

**RCFB RCO Total= \$191,000.00 Amount of RCO paid \$0 Remaining RCO Funds \$191,000.00**

## **Reports**

**Website** - Nothing to report

## **Properties**

**5560OceanviewBlvd-** Nothing to Report.

**5500 Illahee Road- Illahee Road-** Tenants would like as much notice as possible when construction will be starting.



5507 Illahee Road / Illahee Store Property – There was extensive discussion among the Commissioners regarding the size of the concrete holding tank and the timing of its order. It was agreed that Commissioner Hall would contact Dave's Septic to determine the appropriate size and arrange for its order. Although there is no firm date for when SLR will start construction, the Port needs to have the tank on the property and ready for when construction begins.

Illahee Road lot - Nothing to Report

Dock/Pier - Commissioner Rupert reported that the handrails are deteriorating and the outermost float near the corner is sunken, necessitating emergency safety repairs. He expressed concern about the potential danger to squid fishermen who might not see the hole in the dark and could fall in.

Last month, a sailboat beached itself. One of the Commissioners found paint and a paint roller floating around and notified the boat owner, who then made aggressive comments to Commissioner Hall. Commissioner Rupert contacted the Kitsap County Sheriff about the situation, and the Sheriff spoke with the boat owner. Commissioner Hall thanked Commissioner Rupert for help with the situation.

### Illahee Days

Commissioner Rupert discussed the preparations for Illahee Days and outlined the necessary steps to ensure its success. He mentioned that the permit application needs to be submitted by the week of August 19th. He plans to hang the event banner either this weekend or next week and has reached out to the community for volunteers.

Commissioner Rupert noted that last year, the health inspector informed him that barbecues need to be covered to comply with health code requirements, and a tarp may not suffice. Last year, two community members loaned barbecues.

He emphasized the need for a work party to handle weed whacking and sticker bush removal. Commissioner Hall suggested obtaining a dumpster for blackberry bushes. Commissioner Rupert also mentioned that he has a utility trailer and estimated the cost of a full trailer load of yard work to be \$30-\$45.



**New Business**

**Proposed 2025 Budget Planning Meeting**

The 2025 Budget was discussed and it was decided to have the preliminary budget ready for the September 11, 2024 meeting.

**ADJOURN**

*At 8:00PM the meeting adjourned (motion by Hall; second by Aho, all in favor).*

**Next regular meeting September 11, 2024 @6:30pm- via Zoom**

**Kitsap All Ports October 28, 2024 @6:30pm at Port of Brownsville**

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Commissioner

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Commissioner

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Commissioner



MINUTES OF ILLAHEE PORT SPECIAL MEETING ON August 27, 2024

Commissioner Aho called the meeting to order at 5:00PM via ZOOM. Also, in attendance were Commissioner Hall; Commissioner Rupert; Administrator Jennifer Olson; Cathy Johnson and Jon Buesch.

**To Pause Interlocal Agreement with the Port of Silverdale**

Commissioner Aho explained that the Administrator with the Port of Silverdale submitted her resignation therefore the Port of Illahee will be without an Administrator. Commissioner Aho inquired whether it would be prudent for the Port of Illahee to establish a temporary hiatus in its collaboration with the Port of Silverdale over the next 15 months. This consideration arises from the fact that the Port of Illahee is embarking on several concurrent projects during this period, necessitating additional administrative support.

The Port Illahee will be seeking to engage with a new Administrator. John Buesch, a former Port Commissioner for the Port of Illahee, has reached out to the Administrator who recently tendered her notice at the Port of Silverdale. John Inquired whether she would consider being a contract Administrator with the Port of Illahee, and she responded affirmatively. Additionally, Commissioner Aho expressed his desire for an amicable separation between our Port and the Port of Silverdale.

**Public Comment**

- Make sure the Port of Silverdale is on board. (Commissioner Aho responded that he contacted Commissioner Scholfield with the Port of Silverdale and asked to be put on their Port meeting agenda for the following day.)
- Be prepared, the Port of Silverdale could cancel the Interlocal Agreement with sixty-day notice at any time.
- The Port of Illahee would like to cancel the Agreement with the Port of Silverdale, but there is a sixty-day termination clause.

*Commissioner Rupert made a motion to contract with Jennifer Olson for Administrative Service beginning on September 1, 2024, through December 31, 2025. (motion by Rupert; second by Hall; unanimous).*

**ADJOURN** – *The meeting adjourned at 5:23PM (motion by Rupert; second by Hall; unanimous).*

\_\_\_\_\_  
Commissioner

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Commissioner

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Commissioner



**Date:** July 24, 2024 (Jim to present at 8/14/24 Commission meeting)  
**To:** Port of Illahee Board of Commissioners  
**From:** John Piccone, P.E., Soundwest Engineering Assoc.  
**Subject:** Projects Status Summary

### Waterfront Improvement Project

- **Regulatory Update:**

Good progress has been made on all fronts with regulatory items and the following is a list of final items necessary prior to advertising for bids:

- We must still receive our corps permit for the in-water work; the Corps and NMFS are actively working on this now that the Tribal MOA is finalized. They tell me they hope to conclude this review by mid-August if everything goes well. NMFS did ask us to submit a marine mammal monitoring plan which was quickly finalized and submitted the week of July 22.
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- **Bid Manual Table of Contents & Description:**

- **Part 1 – Bidding Requirements**

*Part 1 focuses on the numerous required forms and information the contractor must submit along with their bid price for the work. The majority of these items are required by state law for public agencies bidding work. This part of the bid manual includes the actual proposal sheets where the contractors will list their pricing for each work component as well as numerous other items that will also be submitted at the time of bid opening.*

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- **Part 3 – Special Conditions of the Contract**

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accounted for, construction testing, etc. This section also includes the very important section on how the work will be measured and paid for relative to the bid price received in the proposal.

○ **Part 4 – Technical Specifications**

Technical specifications are exactly what they sound like; all the very specific details related to materials and execution necessary for the installation of each item. On this project we will have two types of technical specifications; “performance specifications” where we only dictate the performance-based outcome of the work item, and “prescriptive specifications” where we detail more exactly what material to use and how it will be installed and tested. For example, on this project the contractor will have the latitude to shop around for different types of retaining wall blocks that meet basic guidelines (performance) but the type of asphalt will be exactly specified (prescriptive).

○ **Part 5 – Amendments to the Standard Specifications**

In addition to the provisions and specifications of part 3 and 4; part 5 incorporates by reference the WSDOT standard specifications for municipal work. This is a comprehensive document in and of itself and we incorporate it by reference to prevent having to reiterate many of the more standard specifications that generally apply to all projects of this type. However, it is sometimes necessary to make minor amendments to these so that they apply to the Port of Illahee in this case instead of WSDOT. The majority of those amendments are actually made by WSDOT periodically as a courtesy to Washington State municipalities and public agencies.

○ **Part 6 – Drawings**

The drawings are exactly what you’d expect and are either included in a single bound document with the rest of the manual or bound separately and included by reference.

○ **Part 7 – Appendices (Other Reference Documents Available by Request)**

The appendix is also a very important part of the bid manual as it includes such items as the project specific permits and various reports (like the contaminated material management plan the Commissioners authorized SLR to complete). By incorporating these items into the appendix, the information becomes part of the contract, and the contractor is responsible for compliance as well as being informed ahead of submitting bids.

- Appendix A: Miscellaneous Forms
  - A-1: Completed Affidavit on Behalf of Contractor
  - A-2: Completed Consent of Surety Company to Final Payment
  - A-3: Contractor's Certificate of Completion Form
- Appendix B: Permits
- Appendix C: Special Report

- **Notable Construction Period Expectations:**

- **Construction Costs and Port Budget:**

As we've discussed during numerous meetings, there has been a sequence of unfortunate delays in this project due primarily to negotiations with the Suquamish Tribe, coordination with Kitsap County including the regional stormwater treatment potential, and several other regulatory reviews with very long review periods.

As a result of these delays, the original estimated construction cost estimate (which was merely an estimate of probable cost range to begin with) is now likely to be lower than actual bids received due to multiple years of significant inflation in the construction industry. Proceeding with the approach that has been discussed previously, we will go ahead and receive bids as soon as everything is ready so the Port knows without guessing what the actual bid price will be. In an effort to save time after bids are opened, I suggest the Port revisit the existing budget and contingency options for additional funding ahead of actually opening bid. Also, as previously discussed, once we know what the bid amount is we can discuss any overages with RCO to see if there is any possibility of additional assistance from them. The bid documents will specify that award of the contract is contingent on the Ports post-bid evaluation of available funding.

- **Existing Site Conditions and Unknowns:**

As Jim and I have discussed at various points during the process of grant applications, permitting, and design (most recently discussed again during our site walk on 7-11-24); there are numerous existing site features and unknown elements associated with the project. Based on the discussions we've had with the Commission during the process to date, the directed approach was to not expend unnecessary expense upfront studying unknown elements but to resolve them only if necessary during construction. The basis of this approach was that if a certain condition exists the Port would need to pay costs associated with the condition regardless, and it was not desired to pay additional engineering or field study cost upfront and in addition to the construction costs. One representative example of this approach relates to the depth the float pilings will be driven to. To know the pile depth more precisely ahead of time the Port would need to incur the cost of marine subsurface borings however, the piles will ultimately be driven to the required structural depth regardless. Instead, we will require the contractor to drive the piles to a presumptive depth and then pay the added cost to drive deeper only if necessary.

This project site presents numerous similar unknown elements such as the existing shoreline retaining wall (concrete bulkhead) structural integrity, the existing fixed pier structure, the potential for contaminated soils and/or groundwater, unknown subsurface conditions in the upland portion of the site and around or beneath the existing residential structures, etc. The construction period approach is planned such that these unknowns will be addressed during construction in a fair and equitable way with the selected contractor, which may

necessitate change order costs the Port will incur if the unknown conditions do prove to present the need for additional work.

○ **Administration of Construction Activities:**

Administration of a construction project of this type is generally most successful when communication protocols and administrative procedures are well defined ahead of advertising for bids and as such these protocols and procedures will be included in part 3 of the contract documents. In addition to other administration items, the Part 3 draft currently specifies the following general items in greater detail:

- Project related contacts for the Port will be John Piccone (or his designee) and Jim Aho only. John and Jim will therefore correspond with the contractor on a regular basis during construction and provide the contractor with timely direction as construction progresses. This direction will be based on the approved project budget, including the approved project budget contingency amount, and any other high-level direction from the board. In an effort to prevent issues associated with miscommunication, the contractor will be prohibited from receiving direction from any other persons.
- “Construction observation” will be conducted by John Piccone (or his designee) and Jim Aho. The purpose of “construction observation” is NOT to direct the contractors means and methods of doing the work but rather to monitor the project for apparent compliance with the contract documents and intent of the work. No other persons will be permitted to perform “construction observation” however, ordinary observation from outside the primary construction limits should not present a problem provided it is from within safe limits and does not involve project related communications.
- Execution of documents will be the responsibility of Jim Aho based on the approved budget and any other higher decisions made by the board in advance. Jim will have the authority to execute change orders if necessary and/or approve design changes during construction, if within budget, in order to provide the contractor any necessary timely response.
- Payments associated with the construction process will be made on a regular basis in accordance with the contract document specifications and therefore will be reviewed when received by John and Jim and then transmitted to Jennifer Olsen to issue payment (provided there are no payments exceeding the pre-approved project budget including approved contingency). Payments to the contractor will generally be made on a monthly schedule based on the completed progress of work. Monthly or bi-monthly grant reimbursements are requested and received after the monthly payments to the contractor is issued.

In addition to these highlights, there are numerous other administrative matters specified in the contract documents and as mentioned above, all Commissioners will have an opportunity to review the contract documents prior to advertising for bids to better understand and approve what is proposed therein.

- **Anticipated Schedule:** Based on the current feedback we are receiving from the review agencies we are planning to follow the approximate dates below:
  - All regulatory approvals by mid-August,
  - Finalize the project manual for approval by or prior to Sept. 6 and transmit to all Commissioners for review.
  - Commissioner discussion related to bid manual and advertising and approval to proceed at Sept. 11 meeting as needed.
  - Publish advertisements for bids on or about September 11.
  - Schedule pre-bid meeting on site with interested bidders to allow for contractor inspections of the site and any in person questions they wish to ask by late September.
  - Open bids approximately mid-October (allowing the bidders at least 4 weeks to prepare bids.
  - Review bids and seek board direction on award of project mid to late October.
  - Work with the selected contractor to establish the contract and construction schedule for the various work items considering allowable in-water work windows, and wet winter weather considerations for the upland excavation work, with the goal of project completion by fall of 2025. As soon as we have a firm advertisement and bidding date established a firm end date will also be established and the bid manual will specify the total number of calendar days allowed for construction completion.

Permit Status Summary

**Waterfront Access Project**

Permit	Submittal Date	Permit Issued	Permit Status
SSDP	8-19-21	8-4-22	SSDP staff report notice of decision received and ready for inclusion in the bid manual.
HPA	4/9/24	5/24/24	Complete and ready for inclusion in the bid manual.
NWP	8-17-21	Pending – anticipated by mid August	Permit review is reportedly underway since we informed the Corps on the status of the Tribal agreement. We are continuing to check in regularly on the timeline to finalize and expressing urgency to the Corps.
SDAP	2-7-23	Approval issued 5/22/24	Approval Issued; Contractor to secure final permit after mandatory preconstruction meeting with Kitsap County.

BP	Anticipated by contractor in 2024	---	Contractor to submit final wall calculations and other items County may request based on their material bids and attend mandatory pre-construction meeting prior to issuing.
ROW	Anticipated by contractor in 2024	---	We are in process negotiating the license agreement with the county for improvements in the ROW. The final permit will be obtained by the contractor after submitting his bonds, traffic control plan, etc.
FIRE	Included with Building Permit	---	Design has preliminary approval under the SDAP.
DNR	Submitted following Tribal MOA	Anticipated by mid-August	All items requested to date have been submitted and we are waiting on approval and/or any additional conditions the DNR may issue. We are continuing to check in regularly and express urgency to finalize.

SSDP – Substantial Shoreline Development Permit (Kitsap County)

HPA – Hydraulic Project Approval (WDFW)

NWP – Nationwide Permit 3 (USACE)

BP – Building Permit (Kitsap County)

ROW – Right of Way (Kitsap County)

Fire – Fire Code Permit (Kitsap County)

DNR – Department of Natural Resources

**Pile Replacement Project**

Permit	Submittal Date	Permit Issued	Permit Status
Shoreline Exemption	9-22-22	2/15/23	Complete and ready for inclusion in bid manual.
NWP3	9-22-22	11-21-22	Complete and ready for inclusion in bid manual.
HPA	2020	2/14/20	Complete and read for inclusion in bid manual. This maintenance permit was obtained by others and will expire on 2/12/25. We will request a new permit or extension if needed once we understand the selected contractor’s schedule. Maintenance permits can usually be issued quickly, and this is not anticipated to impact the ultimate construction schedule if in-water work occurs in August of 2025.

## Commercial Building Clearance Application

For Onsite Sewage Disposal & Drinking Water Supply

Submittal Date	Memo Number	Review Fee

Please see the Environmental Health Fee Schedule for current fees.

SITE INFORMATION
Business Name: <i>Port Of Illahee</i>
Street Address, Suite or Building Number: <i>5507 Illahee RD NE</i>
City: <i>Bremerton, WA</i>
Assessor's Account Number: <i>4429-015-001-0309</i>

OWNER OR APPLICANT INFORMATION
Applicant: <i>Port Of Illahee</i>
Mailing Address: <i>PO Box 2357 Bremerton, WA 98310</i>
Contact Email: <i>jpicone@soundwesteng.com</i>
Phone Number

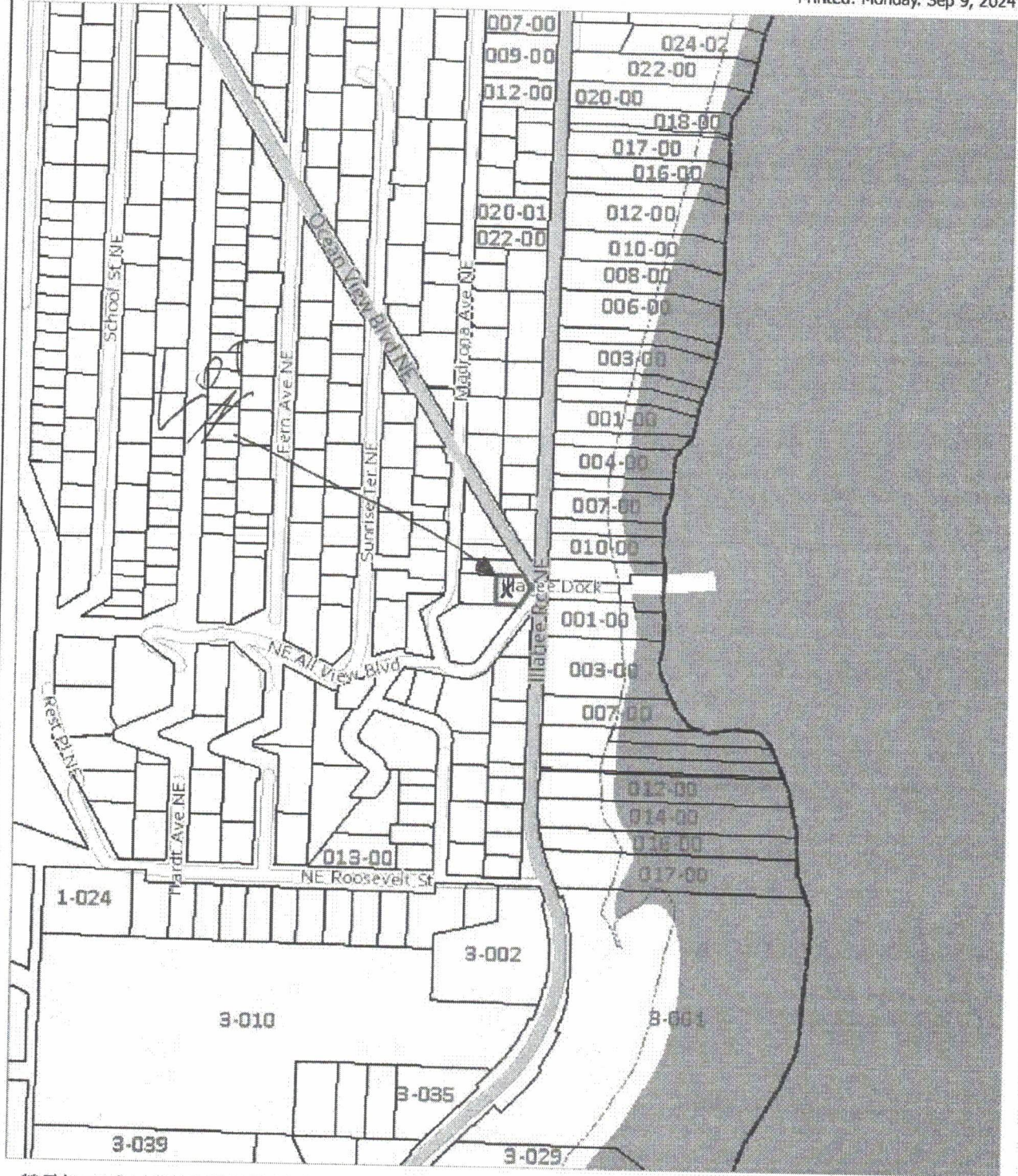
SEWAGE DISPOSAL METHOD & WATER SOURCE	
<b>Sewage Disposal Method:</b> <input type="checkbox"/> Individual Septic System <input type="checkbox"/> Shared/Community Septic System <input type="checkbox"/> Public Sewer <input type="checkbox"/> Large Onsite Sewage System <input checked="" type="checkbox"/> Holding Tank	<b>Water Source:</b> <input type="checkbox"/> Individual Private Drilled Well <input type="checkbox"/> Two-Party Private Drilled Well <input type="checkbox"/> Dug Well <input checked="" type="checkbox"/> Public Water – Water Supply Name: <i>North Perry water</i> _____

PROPOSAL
Describe the project in detail. For complex projects, please attach a detailed business plan detailing all activities and processes that are proposed. Water use data, number of employees, hours of operation, menu and any other relevant data will be required.

### APPLICANT ACKNOWLEDGEMENT

I certify that (1) the information contained in this application is true and accurate to the best of my knowledge and (2) the application represents my intended use of this property.

Name <i>DAVE COTHYLIN</i>	Signature <i>[Signature]</i>	Date <i>9/9/24</i>
------------------------------	---------------------------------	-----------------------



\*\* This map is not a substitute for field survey \*\*

500 ft



Comments





## General Designer Notes

Owner Name: Port Of Illahee  
Reference: 5507 Illahee RD NE

- #1 – Soil logs have been dug on this site and are the responsibility of the property owner or owner's agent to have these soil logs buried after the inspection process has been completed.
- #2 – If during the construction process, soil conditions are found that may lead to premature failure of the system, construction shall stop immediately and the designer shall be notified. Such soil conditions may include but not limited to ground water, surface water, fill material, clay soil, bedrock, or excessively permeable gravels.
- #3 – Any substitutions or deviations from these plans shall be approved by the Health Department or the designer prior to construction. All changes of the system components shall be documented by the designer on the final As-built drawing.
- #4 – Peak design flow is \_\_\_ N/A \_\_\_ g.p.d., Recommended daily flow should not exceed \_\_\_ N/A \_\_\_ g.p.d. or premature failure may occur.
- #5 – Backfill sewage disposal system immediately after final inspection process, cover soils should be loamy sand or better. Seed final cover with grass or shallow rooting ground cover.
- #6 – Keep all maintenance access lids and ports accessible to ground surface.
- #7 – Installer should rake the finished grade smooth and slope it to divert all surface water runoff away from tank and drainfield areas.
- #8 – Setbacks from house foundation to drainfields and reserve areas are 10', septic tanks 5' and transport lines 2' unless otherwise stated within the design.
- #9 – Driveways and parking areas must stay 5' from drainfield areas. Tanks may be located within parking area and driveways if approved for this application.
- #10 – Sewage waste strength should meet the following criteria or be lower Bod-5 = 130-174 mg/l, TSS = 47-71 mg/l, FOG = 10-20 mg/l, PH = 6.5-7.2 with microscopic life forms present.
- #11 – Installer must adhere to all manufacturer installation requirements for all products used.
- #12 – The attached septic design does not represent a survey nor does it purport to show all easements or encroachments, if any. Designer recommends property lines be located prior to any final installation occurs. Surveys may be required to accomplish this.
- #13 – Property lines and corners have been represented by owner or owner's agent, the designer is not responsible for errors due to inaccurate measurements from property lines or corners that are inaccurate.
- #14 – If a curtain drain is required with this design it must meet all Health Department installation requirements.
- #15 – Developers, homeowners and installers, installations of on-site sewage disposal system should always be installed in dry weather conditions. Irreparable soil damage may occur if systems are installed in wet conditions. Planning the installation of system is very important and should be done as early in the building development stage as possible. Wet weather conditions have caused delays in final approval dates.
- #16 – Maintenance is required will all sewage disposal systems. Owners will receive details of this in the designer manual with the final approval of the application.
- #17 – Adhere to all designer notes located on design layout page.
- #18 – If development exceeds 10,000 square feet of impervious surface an engineered drainage plan may need to be submitted. Options are available to reduce square footage requirements, such as wagon wheel driveways, contact DCD for further details. Owners are responsible for any fee for redesigns or revisions that may be needed after BSA submittal not due to designer error.
- #19 – Low flow water fixtures are recommended within the home to help lower the hydraulic load to the system.

#20 – Watertight components are a must for all onsite sewage systems. Installers are required to ensure all components are watertight, extreme care should be used during backfilling of these components to prevent settling and or water intrusion issues. If leaking components are not fixed in a timely manner, the designers warranty may be void.

#21 – Installation of this design must meet all Health Department regulations and all adopted policies by the Health Department that may apply. Installer is required to be versed in these regulations, if any questions contact designer.

#22 – All components used must be on State Department of Health approved products list for use with residential waste.

#23 – Installer must inspect all tanks used at time of delivery and any tanks with defects must be rejected and not used. When using any existing tank, the installer must due a 24 hour leak test to ensure all tanks used are watertight.

#24 – All plumbing must be routed into the new sewage system that has been designed. It is the property owners responsibility to show the designer all plumbing stub outs and all gray and black water discharge points. A plumber may be needed on old homes to ensure that all stub out locations are connected to the new proposed sewage disposal system. An inside pump basin may be needed in some cases where plumbing is located in basements and elevations for a gravity discharge cannot be maintained.

#25 – Do not use low profile chambers or the system will be red tagged. All lateral lines must be a minimum of 6” off the infiltrative surface. Lateral ends must be secured at the cleanout and must be in the center of the port.

#26 – Gravel trenches are recommended, but Arc 36” chambers are allowed.

#### Specific Designer Notes:

#1- This application is for an existing store to be reopened.

#2- This store will be installing a new 1500 Gallon holding tank to be used with high water alarm. The existing septic tank can be certified for use if in good condition and is watertight to grade. This will allow more holding of sewage to spread out pumping intervals. If this tank is not used it must be pumped and filled with soil or be removed.

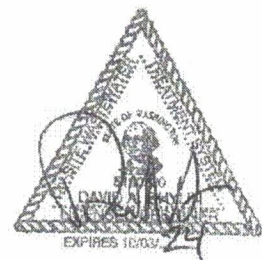
#3- A tank alert two high water alarm control panel or equal is required.

#4- M/M is required with this proposal.

#5- Anticipated usage is as follows:

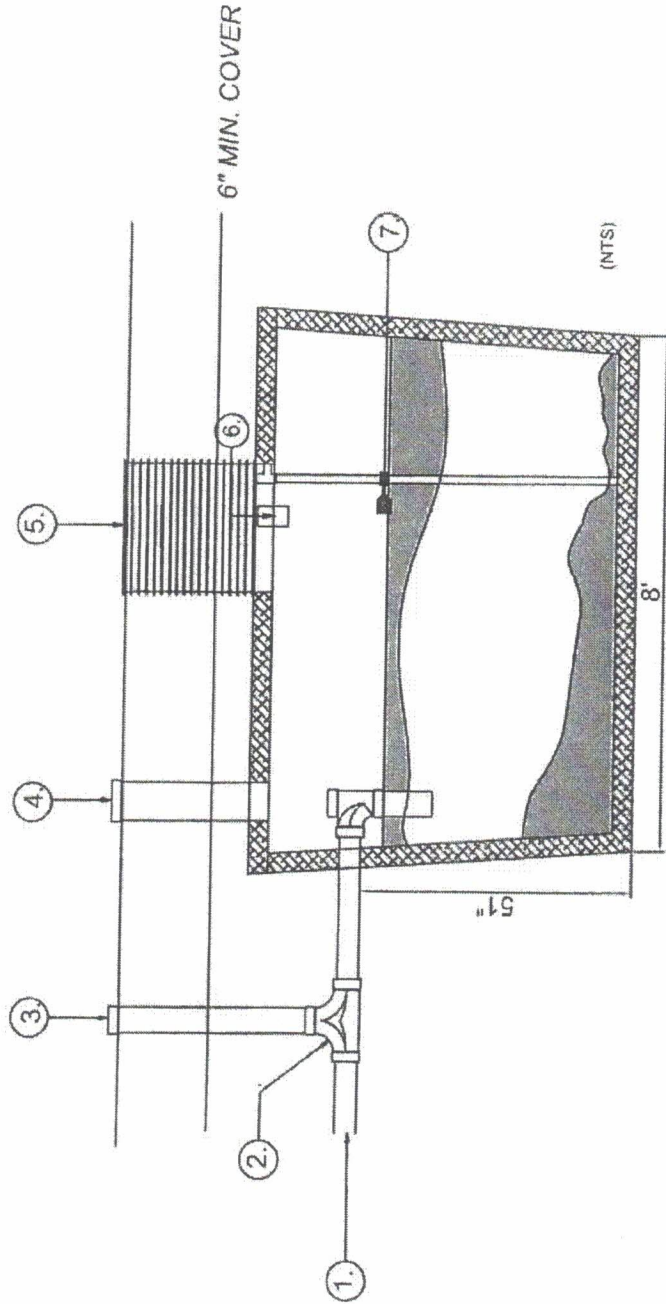
- Open 7 days a week
- Two eight-hour shifts
- 3 employees max per shift
- Open year round

#6- Holding tank must be pumped as needed and indicated by the high-water alarm.



# GRAVITY ON-SITE SEWAGE SYSTEM WORKSHEET

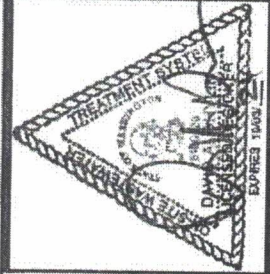
## TYPICAL SINGLE CHAMBER SEPTIC HOLDING TANK WITH HIGH WATER ALARM MINIMUM TANK SIZE FOR PROJECT 1,500 - 2,000 GALLONS



1. STUB OUT FROM HOME ELEVATION INDICATED ON SEPTIC DESIGN
2. DOUBLE SWEEP CLEANOUT WITH SLIP CAP
3. RISER TO FINISH GRADE
4. 6" MIN. PVC DIAMETER RISER TO FINISH GRADE
5. 24" DIAMETER RISER TO FINISHED GRADE W/LOCKING SCREWS
6. ELECTRIC BOX FOR HIGH WATER ALARM.
7. HIGH WATER ALARM FLOAT

OWNER: Port of Iliahee  
5507 Iliahee RD NE Bremerton, WA

TAX ID: 4429-015-001-0309



**DAVE'S SEPTIC SERVICES INC.**

P.O. BOX 301  
SEABECK, WA 98380  
(360) 710-2449

SCALE: NTS

DATE: 10-19-2020

## SEPTIC INSTALLATION NEXT STEPS

After *your* sewage system application has been approved you can find a copy on the Kitsap Public Health [Environmental Health – Septic System](#) website page located under the “[Property Records](#)” link.

Additionally, you will find the following list of [septic system contractors](#):

- [Onsite Sewage Installers](#)
- [Monitoring and Maintenance Specialists](#)
- [Pumpers - Onsite Septic Sewage Systems & Sanican](#)

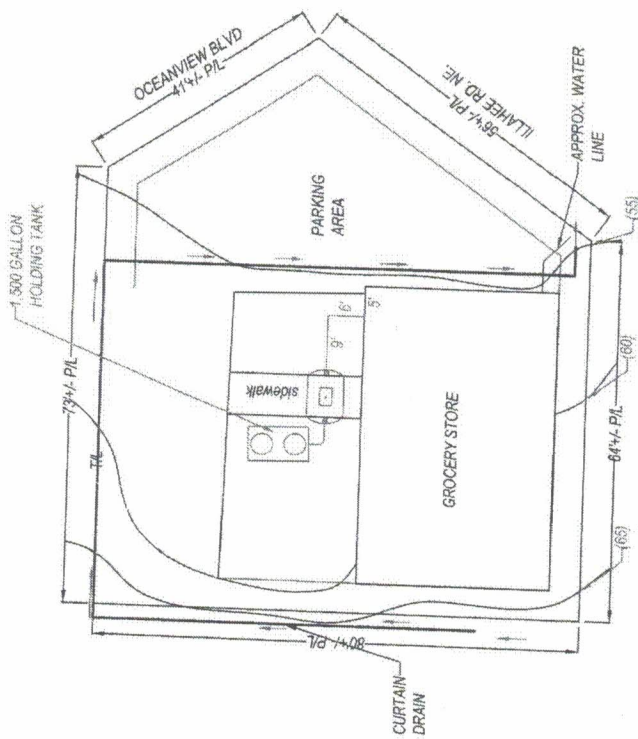
### AFTER KITSAP PUBLIC HEALTH DISTRICT APPLICATION APPROVAL (REQUIRING BUILDING PERMITS)

1. Attach the approved septic system application to your building permit package for submittal to the Kitsap County Building Department.
2. Once the Kitsap County Building Department permit number is issued the new proposed sewage disposal system can be installed.
3. Request bids from certified installers to perform the required work. It is always a good idea to get referrals and interview a few installers before making a final decision.  
\*Additional information can be found at Kitsap Public Health’s [Design/ Install a new system](#)
4. The installer will contact the designer for a Release of Installation Permit. At this time *additional fees* are charged by the Designer for the following:
  - a. Preconstruction meeting
  - b. Record of construction
  - c. Electrical sign off (certification set up)

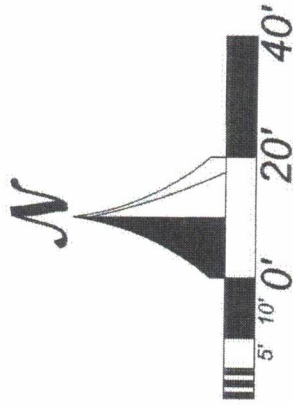
\*These fees may be included in the installers bid, if not the homeowner will be billed directly, and installation permit will not be released until payment is received. Please clarify with the installer or designer. \*

### FOR REPAIR/REPLACEMENT OF A SEWAGE DISPOSAL SYSTEM

1. The installer will contact the designer for a Release of Installation Permit. Installation permits required by Kitsap Public Health have *additional fees* that are included in your bid from the installer.
2. At this time *additional fees* are charged by the Dave’s Septic Services for the following:
  - a. Preconstruction meeting
  - b. Record of construction
  - c. Electrical sign off (certification set up)
3. \*These fees may be included in the installers bid, if not the homeowner will be billed directly, and installation permit will not be released until payment is received. Please clarify with the installer or designer. \*



**DISCLAIMER**  
 This map does not represent a survey  
 nor does it purport to show all easements  
 or encroachments, if any.



OWNER: PORT OF ILLAHEE 5507 ILLAHEE RD. NE. BREMERTON, WA. 98311 TAX ID: 4429-015-001-0309		DAVE'S SEPTIC SERVICES INC.
		P.O. BOX 301 SEABECK, WA 98380 (360) 710-2449
		SCALE: 1" = 20'
		DATE: 9/10/2024

The Port of Illahee

88712 - GENERAL FUND, Period Ending 08/31/2024

RECONCILIATION REPORT

Reconciled on: 09/09/2024

Reconciled by:

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance.....	109,013.00
Checks and payments cleared (13).....	-25,725.78
Deposits and other credits cleared (6).....	10,781.58
Statement ending balance.....	<u>94,068.80</u>
Register balance as of 08/31/2024.....	<u>94,068.80</u>

Details

Checks and payments cleared (13)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/14/2024	Bill Payment	5210	ERIC L. Hall	-384.00
08/14/2024	Bill Payment	5211	JAMES AHO	-384.00
08/14/2024	Bill Payment	5212	JEFFREY S. RUPERT	-384.00
08/14/2024	Bill Payment	5213	BANK OF AMERICA	-17.03
08/14/2024	Bill Payment	5214	CASCADE NATURAL GAS	-13.00
08/14/2024	Bill Payment	5215	ENDURIS	-20,124.00
08/14/2024	Bill Payment	5216	HONEY BUCKET	-135.50
08/14/2024	Bill Payment	5217	NORTH PERRY AVENUE WA...	-261.68
08/14/2024	Bill Payment	5218	PORT OF SILVERDALE	-750.00
08/14/2024	Bill Payment	5219	PUGET SOUND ENERGY	-91.29
08/14/2024	Bill Payment	5220	SLR INTERNATIONAL CORP.	-2,101.25
08/14/2024	Bill Payment	5221	WASTE MANAGEMENT	-114.01
08/31/2024	Transfer			-966.02

**Total** -25,725.78

Deposits and other credits cleared (6)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/27/2024	Transfer			2,470.00
08/27/2024	Deposit			6,942.76
08/31/2024	Deposit			966.02
08/31/2024	Deposit			15.63
08/31/2024	Deposit			387.15
08/31/2024	Deposit			0.02

**Total** 10,781.58

**TREAS RPT - Summary Cash Report - Cash**

Beginning Balance Date 1/1/2024

Treasurer's Summary Report  
For 2024 - Aug

**Fund: FD00712 Port/Illahee General**

Ledger Account	Revenue or Spend Category	Beginning Balance	Debit	Credit	Month-to-Date	Year-to-Date
Cash						
Beginning Cash Balance						95,864.13
1182:Investments Purchased		-6,050.12	0.00	966.02	-966.02	-7,016.14
3100:Taxes	3110.10 - Real and Personal Property Taxes	51,334.49	387.15	0.00	387.15 ✓	51,721.64
3100:Taxes	3170.20 - Leasehold Excise Tax	30.32	15.63	0.00	15.63 ✓	45.95
3600:Miscellaneous Revenues	3610.11 - Investment Interest	6,050.12	966.02	0.00	966.02 ✓	7,016.14
3600:Miscellaneous Revenues	3610.40 - Other Interest	0.01	0.02	0.00	0.02	0.03
3800:Other Increases in Fund Resources	3860 - Agency Deposits	33,479.96	9,412.76	0.00	9,412.76	42,892.72
5890:Custodial Activities	5890.40 - Warrants Issued	-64,802.51	0.00	24,759.76	-24,759.76	-89,562.27
6900:Transfers Out	6971.88713 - Transfers Out	-6,893.40	0.00	0.00	0.00	-6,893.40
Total Cash		13,148.87	10,781.58	25,725.78	-14,944.20	94,068.80

699.10

699.20

699.30



The Port of Illahee

INVESTMENT POOL, Period Ending 08/31/2024

RECONCILIATION REPORT

Reconciled on: 09/09/2024

Reconciled by:

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance.....	293,905.10
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (1).....	966.02
Statement ending balance.....	<u>294,871.12</u>
Register balance as of 08/31/2024.....	294,871.12

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/31/2024	Transfer			966.02
Total				966.02



**TREAS RPT - Summary Cash Report - Investments & Debt Service**

Beginning Balance Date 1/1/2024

Treasurer's Summary Report  
For 2024 - Aug

**Fund: FD00712 Port/Illahee General**

Ledger Account	Beginning Balance	Debit	Credit	Month-to-Date	Year-to-Date
Investments					
Beginning Investment Balance	6,050.12	966.02	0.00	966.02	287,854.98
1182:Investments Purchased	6,050.12	966.02	0.00	966.02	7,016.14
Total Investments					294,871.12
Debt Service					

## Illahee Day 2024 Lessons Learned - Rev A

While the event was great for those who attended, it was not attended by nearly the number of previous years and required more than usual work in its site preparation. For that reason, and others, let me offer up my comments and 'Lessons Learned' suggestions about this year's event.

1. The attendance this year was noticeably lower than previous Illahee Day celebrations, possibly because the event information did not reach the greater Illahee Community, beyond Facebook and the sign at the Illahee Store. This is presumed because the Illahee Community website, illaheecommunity.com, which included community updates from 2007 on, is no longer operating and has not been available for months. (Efforts to bring it back up have been unsuccessful, and it may take Word Press professionals to get it up running again, which could be costly. The email updates went out to roughly 500 recipients who had requested to receive them, and then resided on the website as a historical reference.)

### Lessons Learned #1: Restore/fix Illahee community website.

2. O&M (Operations and Maintenance) has been lacking for years at the Store property and resulted in an inordinate amount of work to get the property ready for Illahee Day. What was found was:
  - i. Untrimmed bushes and blackberries on north side
  - ii. Overhanging branches above the roof on the south side
  - iii. Leaves and pine needles stuck to the roof (south side)
  - iv. New gutters filled to overflowing with debris
  - v. Buildup of debris on the southeast corner of the lot such that the small rock retaining wall could not be seen.
  - vi. The water meter box at the SE corner was nearly covered with debris.
  - vii. Overhanging ivy and tree branches at the southeast corner of the lot.
  - viii. West end of the property inundated with ivy and tree branches hanging over the property line such that 3-4-foot-high fence could not be seen with the northern half of the fence collapsed and hanging over the concrete wall.

This resulted in an emergency being called on Thursday (9/5) to clear the property of the broken down fencing and associated ivy and branches, which was started on Thursday evening with one trailer load of debris hauled away, with the rest hauled away on Friday (9/6) morning.

Remaining is an almost equal amount of ivy and branches still hanging over the west property line and the store roof that needs to be cut down and removed, possibly by the same contractor that helped with the emergency on Thursday and Friday.

### Lessons Learned #2: Develop an O&M (Operations and Maintenance) Manual for the Store Property.

3. There should be a fence along the west end of the property that is shared with the neighbors. Similarly, there needs to be a cosmetic fence installed above the concrete wall to replace the broken down fence that was removed along with the remaining leaning fence.

### Lessons Learned #3: Boundaries and fences need to be maintained.

**PORT OF ILLAHEE  
2024 BUDGET REVIEW AS OF September 1, 2024**

	TOTAL ESTIMATED BEGINNING BALANCE	BUDGETED	ACTUAL	
<b>REVENUES:</b>	400,000.00	383,918.11		
670.00 NonRevenues - Loan Contingency for Improvement Projects	700,000.00			
693.00 Operating Grants Reimbursement ALEA & BFP (2059 & 2038)	1,400,410.00	1,389,475.70		
695.00 Real Property Rentals	30,000.00	27,750.00	92.50%	
699.10 Investment Interest	2,500.00	7,016.14	280.65%	
699.20 Property Tax	99,264.00	51,767.59	54.34%	
<b>EXPENDITURES:</b>				
<b>721.00 MARINA OPERATING</b>				
721.80 Utilities	\$3,000.00	-1,528.82	50.96%	water, power, sewer @ dock facilities
721.90 Other	\$500.00	-133.00	26.60%	SSWM taxes & misc. on dock facility properties
<b>723.00 MARINA MAINTENANCE</b>				
723.30 Outside Services	\$2,500.00	-306.50	12.26%	general maintenance, landscaping at dock facility
723.40 Supplies	\$1,000.00		0.00%	Supplies for marina maintenance
<b>761.00 PROPERTY LEASE/RENTAL</b>				
761.30 Outside Services	\$3,000.00	-1,691.24	56.37%	Property Management GPM's fee
<b>763.00 PROPERTY LEASE/RENTAL MAINTENANCE</b>				
763.40 Supplies	\$500.00		0.00%	supplies for maintenance at properties
763.60 Facility Maintenance	\$2,000.00	-1,850.00	92.50%	maintenance - roof cleaning/ furnace service
763.70 General and Administrative	\$500.00	-1,076.77	215.35%	SSWM taxes & misc. on rental properties
763.80 Utilities	\$1,500.00	-1,454.59	96.97%	Utilities @ rental properties
763.90 Other	\$4,000.00	-3,154.00	78.85%	Leasehold Excise Tax
<b>771.00 DEBT REDEMPTION</b>				
771.50 Other Note/Contracts	\$30,000.00	5,000.00	-16.67%	Principal to be paid on Ocean View bond; principal payments on estimated p
<b>773.00 FIXED ASSET DISBURSEMENT</b>				
773.50 Property Improvements: 5507 Illahee Road	\$150,000.00	-2,101.25	1.40%	improvements to the Illahee Store property - clean up, permits, design, const
773.90 Other Property Improvements	\$5,000.00		0.00%	in case problems arise on the other Port owned properties (roofs, foundation
<b>774.00 WATERFRONT</b>				
774.40 Waterfront Access Improvements: Upland Work	\$708,831.71	-7,400.22	1.04%	Remaining ALEA \$812,000 (RCO 500,000/Port 312,000)
774.40 Waterfront Access Improvements: Marina Work	\$1,044,489.18	-10,934.31	1.05%	Remaining BFP \$1,150,065 (RCO 851,065/Port 299,000)
774.50 Waterfront Access Improvements : Piling Replacement	\$510,000.00	-3,363.75	0.00%	piling replacement grant BFP \$200,00. (RCO 191,000/Port 64,000)
774.90 Waterfront other	\$75,000.00	-1,608.75	0.00%	contingency
<b>780.00 GENERAL AND ADMINISTRATIVE</b>				
781.10 Commissioner compensation	\$12,800.00	-7,296.00	57.00%	Commissioners stipends - (\$128) per Commissioner per month added additi
781.20 Commissioner reimbursement	\$1,500.00	-360.07	24.00%	travel expense/mileage
781.30 Outside services/legal	\$10,000.00	-8,556.75	-85.57%	legal
781.31 Outside services/admin.	\$10,000.00	-6,000.00	-60.00%	administrative
781.40 Supplies	\$200.00	-75.00	37.50%	Office supplies
781.60 Facility rentals				#REF!
781.70 G&A Operations	\$25,000.00	-21,088.76	84.36%	Insurance, annual dues, promotional hosting, audit
789.10 Economic development	\$3,000.00	0.00	0.00%	Community involvement
<b>799.90 NON-OPERATING EXPENSE</b>				
799.91 Interest Expense	\$10,000.00	-1,893.40	18.93%	Interest to be paid on Ocean View bond; interest on 2nd bond not due until 0
799.92 Election Expense				
<b>NEW</b>				
<b>OVER</b>				

**AGENDA FOR SPECIAL PUBLIC MEETING  
PORT OF SILVERDALE COMMISSION  
Wednesday, August 28, 2024 @ 9:00AM  
In Person Meeting- 3550 NW BYRON STREET**

No Zoom Available for Wednesday's Special Meeting

1. CALL TO ORDER
  
- \*2. Port of Illahee would like to Pause Interlocal Agreement for Administrative Services Starting on September 1, 2024 ending pause on December 1, 2025
  
- \*3. To Discuss and work on the 2025 budget
  - a. Cash Report as of August 27, 2024
  - b. 2025 (blank) Budget form
  - c. 2024 Final Budget
  - d. 2024 Budget Review Report
  
4. Public Comment  
Public Comment will be Limited to 3 minutes per person
  
5. ADJOURN - Regular meeting Thursday, September 19, 2024 @ 6:00PM

DRAFT

## **INTERLOCAL AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES BY THE PORT OF SILVERDALE FOR THE PORT OF ILLAHEE**

This Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of the State of Washington, by and between the Port of Silverdale (“Administrative Services Provider”) and the Port of Illahee (“Administrative Services Recipient”), each a Port District organized under the laws of the State of Washington (“parties”).

### **Purpose:**

The purpose of this agreement is to provide experienced and cost-effective routine administrative services to the Administrative Services Recipient by the Port of Silverdale’s administrative staff.

### **Scope of Services**

The Port of Silverdale shall provide to the Administrative Services Recipient the following services:

1. check postal box for mail (weekly);
2. respond to correspondence as necessary;
3. check email regularly;
4. attend meetings and prepare minutes;
5. prepare meeting agendas;
6. prepare monthly payment of bills and voucher approval;
7. e-mail check information to the County Treasurer’s office prior to meeting;
8. e-mail voucher approval to the County Treasurer once signed;
9. prepare Annual Report to State Auditor and electronically file it via the Washington State Auditor’s on-line system as required;
10. generate end of year W-2’s (where applicable) and 1099’s;
11. track monthly and yearly expenditures by category;
12. annually prepare the Preliminary and Final Budget for the following year as well as all necessary resolutions and place ad in local newspaper regarding the Preliminary Budget;
13. reconcile General Fund and Investment Account with the County Treasurer’s monthly report;
14. transfer monies between the General Fund and Investment Pool as necessary;
15. send quarterly payroll reports to the IRS (where applicable);
16. electronically pay quarterly payroll taxes via Commissioner’s authorization of electronic funds transfer and provide the County Treasurer with appropriate documentation (where applicable);
17. and perform other administrative functions as requested by Client.

### **Financial Provisions**

In consideration for the services provided in this Agreement, the Administrative Services Recipient will pay the Port of Silverdale a fixed amount of six hundred dollars (\$600.00) per month for up to 12 hours of administrative services provided in such month, and an additional \$50.00 per hour for documented time exceeding 12 hours in any month, together with reimbursement for costs and expenses incurred in providing such services.

### **Billing and Payment**

The Port of Silverdale will submit monthly invoices for those services rendered under this Agreement exceeding 12 hours in any month. The invoices will detail the number of hours worked and describe the services performed. Administrative Services Recipient will make payment within thirty (30) days following receipt of billing. The Port of Silverdale will maintain

adequate records to support billings under this Agreement. If any amounts paid by the Administrative Services Recipient under this Agreement are determined by audit to be ineligible for payment, the Port of Silverdale shall refund those amounts to the Administrative Services Recipient within twenty (20) days of notice of the audit determination.

**Duration**

The term of this contract shall be from January 1, 2022 until terminated by either party as provided in this Agreement.

**Termination**

Either party to this Agreement may terminate the Agreement upon sixty (60) days' written notice to the other. Upon notice of termination, no further fees or expenses may be incurred except to the extent necessary to safeguard the interests of the Port of Silverdale, or as authorized by the Administrative Services Recipient.

**Integration and Amendment**

This Agreement constitutes the entire agreement of the parties and may be amended only upon the written agreement of the parties.

**For Administrative Services Provider  
Port of Silverdale Commissioners:**

Date: 12/16/2021

[Handwritten Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Administrative Services Recipient  
Port of Illahee Commissioners:**

Date: 12/10/2021

[Handwritten Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Port of Illahee would like to Pause this Interlocal Agreement with the Port of Silverdale effective between September 1, 2024 through December 31, 2024.**

**For Administrative Services Provider  
Port of Silverdale Commissioners:**

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

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

**For Administrative Services Provider  
Port of Illahee Commissioners:**

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

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

# Addendum A

The Port of Illahee would like to terminate this Interlocal Agreement with the Port of Silverdale effective between September 1, 2024. The Port of Silverdale waves the 60-day written notice request.

For Administrative Services Provider  
Port of Silverdale Commissioners:

Date: 8-28-24

[Signature]  
[Signature]  
[Signature]

For Administrative Services Provider  
Port of Illahee Commissioners:

Date: 8/28/24

[Signature]  
[Signature]  
[Signature]

## **AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES BY JJAM INNOVATIONS FOR THE PORT OF ILLAHEE**

This Agreement by and between JJAM INNOVATIONS, (“Administrative Services Provider”) and the Port of Illahee (“Administrative Services Recipient”)

### **Purpose:**

The purpose of this agreement is to provide experienced contract administrative services to the Administrative Services Recipient by JJAM Innovations

### **Scope of Services**

JJAM Innovations shall provide to the Administrative Services Recipient the following services:

1. check postal box for mail (weekly);
2. respond to correspondence as necessary;
3. check email regularly;
4. attend meetings and prepare minutes;
5. prepare meeting agendas;
6. prepare monthly payment of bills and voucher approval;
7. e-mail check information to the County Treasurer’s office prior to meeting;
8. e-mail voucher approval to the County Treasurer once signed;
9. prepare Annual Report to State Auditor and electronically file it via the Washington State Auditor’s on-line system as required;
10. generate end of year W-2’s (where applicable) and 1099’s;
11. track monthly and yearly expenditures by category;
12. annually prepare the Preliminary and Final Budget for the following year as well as all necessary resolutions and place ad in local newspaper regarding the Preliminary Budget;
13. reconcile General Fund and Investment Account with the County Treasurer’s monthly report;
14. transfer monies between the General Fund and Investment Pool as necessary;
15. send quarterly payroll reports to the IRS (where applicable);
16. electronically pay quarterly payroll taxes via Commissioner’s authorization of electronic funds transfer and provide the County Treasurer with appropriate documentation (where applicable);
17. and perform other administrative functions as requested by Client.

### **Financial Provisions**

In consideration for the services provided in this Agreement, the Administrative Services Recipient will pay JJAM Innovations a fixed amount of six hundred dollars (\$600.00) per month for up to 12 hours of administrative services provided in such month, and an additional \$50.00 per hour for documented time exceeding 12 hours in any month, together with reimbursement for costs and expenses incurred in providing such services.



**Billing and Payment**

JJAM Innovations will submit monthly invoices for those services rendered under this Agreement exceeding 12 hours in any month. The invoices will detail the number of hours worked and describe the services performed. Administrative Services Recipient will make payment within thirty (30) days following receipt of billing. JJAM Innovations will maintain adequate records to support billings under this Agreement. If any amounts paid by the Administrative Services Recipient under this Agreement are determined by audit to be ineligible for payment, JJAM Innovations shall refund those amounts to the Administrative Services Recipient within twenty (20) days of notice of the audit determination.

**Duration**

The term of this contract shall be from September 1, 2024, until terminated by either party as provided in this Agreement.

**Termination**

Either party to this Agreement may terminate the Agreement upon sixty (60) days' written notice to the other. Upon notice of termination, no further fees or expenses may be incurred except to the extent necessary to safeguard the interests of the JJAM Innovations, or as authorized by the Administrative Services Recipient.

**Integration and Amendment**

This Agreement constitutes the entire agreement of the parties and may be amended only upon the written agreement of the parties.

**For Administrative Services Provider  
JJAM Innovations**

**For Administrative Services Recipient  
Port of Illahee Commissioners:**

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

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

\_\_\_\_\_  
Jennifer Olson, Member JJAM Innovations

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