

Commission Meeting Monday, September 8, 2025 5:30 PM

The meeting agenda is available on the Port's website as of September 4, 2025. https://www.portolympia.com/commission

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

This public comment period is the opportunity for public input on the agenda items on this evening's agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person.

*See bottom of agenda for instructions on how to provide public comment.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2025-03 Article VI.

- <u>Comments should be directed to Commission</u>: Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- <u>Courtesy</u>: All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

F. Consent Calendar

- 1. Approval of Minutes: Joint Commission and Port of Olympia Citizens Advisory Committee (POCAC) Work Session June 17, 2025
- 2. Approval of Minutes: Commission Meeting July 14, 2025
- 3. Approval of Minutes: Commission Special Meeting/Work Session July 28, 2025

G. Pending Issues or Business

- 1. Briefing: Electric Ferry: Mike Reid, Director of Community and Economic Development
- 2. Budd Inlet Cleanup
- 3. Marine Terminal Warehouse
- 4. Dancing Goats Building Renovations
- 5. Airport Master Plan Update
- 6. Peninsula Master Plan

- H. Action Calendar
 - 1. None
- I. Action/Other Calendar
 - 1. None
- J. Advisory Calendar
 - 1. Colibri NW LLC Contract: Alex Smith, Executive Director
 - Swantown Boatworks Stormwater Retrofit Contract: James Sommer, Public Works Program Manager
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

Attend Remote or In-Person

The public are welcome to attend the meeting in person, or may view or listen to the meeting using one of the following platforms:

In-Person: 626 Columbia Street NW, Olympia

Olympics Room, Suite 1-B

Zoom: Go to http://www.zoom.us/join and enter the Webinar ID 861 5432 5159 and Passcode 936917.

Instructions and access details (a link to the meeting) will be emailed to you once a short registration form is complete.

(Check Spam or Junk folder and move Zoom link email to your Inbox to view access link.)

YouTube: www.youtube.com/@portofolympia1922

Phone: Call (253) 215-8782, listen for the prompts and enter the Webinar ID 861 5432 5159 and Passcode

936917.

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person: Use the sign-up sheet located at the meeting location.

Virtual / Must pre-register using the following Zoom link no later than 90 minutes prior to the meeting:

via Zoom: https://us06web.zoom.us/webinar/register/WN_r0txWnTXRBON4lTJzeo9uQ

Instructions and access details (a link to the meeting) will be emailed to you once registration is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.) Registration for remote/virtual verbal

public comment closes at 4:00 p.m. on the day of the meeting.

Written Public Comment

Written public comment may be submitted to <u>commissioncoordinator@portolympia.com</u> by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Port of Olympia Mission

^{*}Attendance and Public Comment Hybrid Meeting Information



Joint Port of Olympia Citizens Advisory Committee (POCAC) and Commission Work Session Minutes Tuesday, June 17, 2025

Call to Order

Commission President Jasmine Vasavada called the Joint Port of Olympia Citizens Advisory Committee (POCAC) and Commission Work Session of the Port of Olympia Board of Commissioners to order and open to the public at 5:02 p.m., Tuesday, June 17, 2025, at the Percival Plaza, Suite 1B, the Olympics Room, located at 626 Columbia Street NW, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

<u>POCAC Members</u>: Joel Hansen – Chair; Jack Havens, Anthony Hemstad, Darlene Kemery, Sue Patnude, Debbie Pattin, Quentin Phillips, and Bob Wubbena.

<u>Staff</u>: Alex Smith, Executive Director, Shawn Gilbertson, Director of Environmental Planning and Programs; Mike Reid, Director of Community and Economic Development; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Approval of Agenda

Commissioner Montano moved to approve the agenda. Commissioner Harding seconded the motion. Motion passed unanimously.

POCAC Chair Update

Joel Hansen, POCAC Chair, introduced POCAC Subcommittee Chairs.

POCAC Subcommittee Updates

<u>Destination Waterfront Subcommittee</u>. Quentin Phillips, Destination Waterfront Subcommittee Chair, reported that this committee's recommendations/Action Plan Items are tied to the Port of Olympia's Vision 2050 Master Plan items. He shared that the subcommittee focused on Sites A and B on the Peninsula.

The Destination Waterfront Subcommittee group asked themselves: What low-cost, interim steps can be taken to make progress in implementing the plan that will demonstrate to Thurston County citizens that the Port is committed to providing public access and other amenities?

The Destination Waterfront Subcommittee Recommendations are:

- Enhancements to the Billy Frank, Jr. Trail.
- Develop partnerships with the City of Olympia and water-craft community groups to explore opportunities for community amenities.

• Improve Billy Frank, Jr. Park and North Point Community Event Center (Holbrook Building).

Benefits to providing enhanced water access, picnic areas, restaurants, and other public amenities are:

- Provides direct, tangible benefits to Port taxpayers.
- Increases tourist revenue for area businesses, which creates jobs.
- Provides Port lease revenues.

<u>Economic Development Subcommittee</u>. Anthony Hemstad, Economic Development Subcommittee Chair, presented their five-point Work Plan:

- 1. Develop Charter for Economic Development Subcommittee.
- 2. Investigate opportunities to diversify Marine Terminal operations.
- 3. Explore potential for passenger ferry service.
- 4. Research opportunities to increase the community and economic value of the Olympia Regional Airport.
- 5. Review past POCAC reports for alignment with Commission priorities, and update when valuable to do so.

<u>Budd Inlet Subcommittee</u>. Bob Wubbena, Budd Inlet Subcommittee Chair, reported that they first defined the area they are focusing on, as the "Reclamation boundaries:"

- Eastern Boundary
- Western Boundary
- Northern Boundary

Area of evaluation/boundaries/the map: the marine waterfront from Squaxin Park, to West Bay Marina to the bridge. A map will be available soon, showing clear boundaries.

It is the larger marine water boundary and our Subcommittee's recommendation was that should be our area of evaluation and work on; our assignment should be tied to that particular boundary.

Three objectives to the Budd Inlet Subcommittee Work Plan:

- 1. Define and create a working map, a study map, an on-going map, basically a single map that defines the playground that we are in. This map would have different layers depicting different information.
- 2. Assist staff with comments from the community heard by Subcommittee members. Assist with communications and help staff and Commissioners address these comments. The plan would be that if the Budd Inlet Subcommittee members hear misinformation, they will tell Port staff so they can be addressed through effective communication.
 - a. This would be to minimize confusion, and to eliminate instances when the Port is being asked to do things that they can't do. Communicate where the responsibility actually does lie.
- 3. Help the Port of Olympia reach out to the broader public to communicate what they intend to do, and how it will be accomplished.

Subcommittee Chair Bob Wubbena shared other factors to consider:

- 1. Need to determine who is responsible for what.
- 2. What reclamation projects are going on now?
- 3. Where is dredged material going to go?
- 4. If the area is not our responsibility but it impacts us, what are the issues and how do we help provide background information so the Commission can talk/work with those concerned?
- 5. Need to sort out the different technical issues in the Budd Bay area against the map, with some clarity of public information that the Commission can sign off on.

The Economic Development Subcommittee feels it is their responsibility to find out who is responsible for what, to communicate that information to the Commission, then have the Commission work with others.

POCAC Discussion

Roles were discussed:

Commission: governance and policy making

Staff and consultants: conducting daily business operations and ensuring that the policy-

making happens

POCAC: potential roles include implementation, integration and communication of those goals.

A goal is to get into alignment, communicate shared goals, and connect with the community.

Resources, staff time, POCAC time, and implementation was discussed.

The Commission requested that staff make a recommendation as to what they feel is helpful from POCAC recommendations and determine if they are feasible. This would assist the Commission. This will be discussed at the upcoming retreat, along with staff capacity and costs.

How does the POCAC interface with the Commission?

If there is clarity and guidance given to the POCAC, it is helpful. An overarching vision with overarching principles is most helpful. The closer the POCAC and Commission can work together, the better.

It was proposed that Port Commissioners join POCAC Subcommittee meetings as their representative. Assignments:

Budd Inlet Subcommittee: Commissioner Montano

Destination Waterfront Subcommittee: Commissioners Harding and Sanders Economic Development Subcommittee: Commissioners Iyall and Vasavada

Commissioners will work with the Subcommittees on a recommendation, bring to the Commission, then to staff.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Tuesday, June 27, 2025 Joint Port of Olympia Citizens Advisory Committee (POCAC) and Commission Work Session was adjourned at 7:04 p.m. by Commissioner Vasavada.

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary



Commission Meeting Minutes Monday, July 14, 2025

Call to Order

Commission Vice President Maggie Sanders called a regular meeting of the Port of Olympia Board of Commissioners to order and open to the public at 5:30 p.m., Monday, July 14, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

Commissioners: Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

Excused Absence: Commissioner Jasmine Vasavada, President.

<u>Staff</u>: Alex Smith, Executive Director, Chris Wright-Pierce, General Counsel; Mike Reid, Director of Community and Economic Development; Brent Barnes, Director of Enterprise Services; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Guest: Matt Kennelly, Executive Director, LOTT.

Approval of Agenda

Commissioner Montano moved to approve the agenda. Commissioner Harding seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent Port activities. She reported that she, Mike Reid and the Commission attended the grand opening of Tenino's Agricultural Innovation Park. The Port of Olympia partnered and assisted with a DNR derelict vessel operation, removing boats from around Squaxin Island. The Port of Olympia participated in the Olympia Pride Parade. Port tours were held for several student groups with the next free tour of the marine terminal to be held August 5. The Port held a half-day Commission Candidate Open House providing an overview of port operations and a tour of port properties. Port Summer Events continue to be held: the 25th Anniversary of the Olympic Airshow at the Olympia Regional Airport, the Shoestring Circus and Summer Nights concerts will be held. Other upcoming events include the South Sound Block Party; Movies at the Marina; and a Music in the Park offering at the Port Plaza. Alex attended the WPPA 2025 Director Seminar with 25 other Washington port executives; and 5 new temporary and permanent employees were introduced.

In addition, Alex reminded everyone of the ways they can communicate with the Commission. She stated there is a great deal of information available on the Port's website and encouraged everyone to check it out.

Commission Meeting Meeting Meeting Minutes
July 14, 2025 Page 1

Public Comment

One individual provided public comments regarding the Port's new process to provide virtual public comment.

Consent Calendar

Commissioner Montano moved to approve the consent agenda as presented; Commissioner Harding seconded the motion. Motion passed unanimously.

Pending Issues or Business

<u>Briefing: LOTT Utility Update</u>. Matt Kennelly, Executive Director at LOTT, gave an overview of LOTT Clean Water Alliance, including their role as a regional utility, an update on their performance, community connections and how they are educating the community, and what they are planning for the future.

<u>Briefing: Foreign Trade Zone 216</u>. Mike Reid, Director of Community and Economic Development provided a foundational overview of Foreign Trade Zones (FTZs) with a focus on FTZ #216, which is administered by the Port of Olympia. He outlined the purpose and history of the FTZ program, key operational advantages to businesses—including duty deferral, reduction, and elimination—and described the zone's structure, designated jurisdictions, and current users. The presentation also highlighted recent activity, financial status, and opportunities for expanding utilization of FTZ #216 as an economic development tool to attract trade-related investment and enhance the Port's competitiveness in the regional logistics market.

<u>Briefing: Olympia Artspace Alliance – Mural Project</u>. Mike Reid, Director of Community and Economic Development, introduced Olympia Artspace Alliance and the proposed project of a mural on the Marine Terminal Warehouse.

A large-scale mural on the Marine Terminal's 76,000 sq. ft. warehouse, located just 175 feet from the shores of West Bay in Budd Inlet next to the Port Plaza and Farmers Market. Both south and west side of the building is planned to be painted. This mural will celebrate the industrial international trade operations of the Port, various tribal elements, history and Olympia's rich artistic heritage, blending them into a singular visual story.

Olympia Artspace Alliance has the stated mission to preserve, develop, and advocate for affordable live, work and exhibitions space for artists in Olympia which makes them a perfect partner for this project. They will be presenting their organization and plan for this effort.

The Port of Olympia is partnering with the Olympia Artspace Alliance to create what is expected to become one of the largest murals on the West Coast. The Port is not only providing the mural site but also essential equipment and support services — including power washing, forklifts, scissor lifts, lighting equipment, and more.

Action Calendar

None.

Action/Other Calendar

None.

Advisory Calendar

<u>Financial Accounting System Upgrade</u>. Brent Barnes, Director of Enterprise Services, shared that the Port's current Electronic Resource Planning (ERP) software for business management (Microsoft Dynamics SL, 2018 version) end of life is July 2028. Microsoft ceased providing year-end updates in January 2024, necessitating the issuing of a competitive procurement for a replacement system.

The Port issued the Request for Proposal (RFP) on May 1, 2025, for a new business management platform and selected the winning proposal from the twelve that were submitted on June 20, 2025. We will be seeking Commission approval at the July 28, 2025, Commission Meeting to move forward with issuing a contract with Advaiya for implementation of the new system and the follow-on licensing and service agreements to support the system.

Commissioner Reports/Discussion

Commissioner Montano had nothing to report.

Commissioner Iyall provided an update on his committee assignment to the Transportation Policy Board. A few current topics were of note:

- 1. One issue that generated significant attention was the recommendation to remove the diversity, equity and inclusion language from the Regional Transportation Plan. It was due to concerns about potential conflicts with federal transportation funding requirements. The Thurston Regional Planning Council promptly and decisively rejected that recommendation. But it's important to understand that the intent of the TRPC board was to make sure that access to resources was retained to continue to support all transportation projects that benefit the community. There was no intention to compromise our shared values and no intention to undermine or exclude any segment of our population. The collective commitment was to equity and inclusion to remain strong and central in our policy-making.
- 2. The other topic was removing Log Cabin Road from the Transportation Plan. The TRPC recommended removing the road; however, the policy board decided to recommend that the planned road remain in the plan until the surveys were complete and that there is an amendment that will give the local jurisdictions the authority to remove that particular road if they see fit.

Commissioner Iyall shared an update on his appointment to the Solid Waste Advisory Committee (SWAC): There was no formal meeting in July, but SWAC did have a scheduled tour of the Thurston County Waste and Recovery Center on July 11. However, earlier that week, members of the teamsters Local 252 representing sanitation workers in Lacey held a picket outside the facility as part of their efforts to secure fair wages and improved health care benefits from Republic Services, the operator of the site. As a 46-year member of a labor union, Commission Iyall felt it was important to honor their demonstration and chose not to cross the picket line and as a result, he did not attend the tour.

Commission Meeting Meeting Meeting Minutes
July 14, 2025 Page 3

As a representative to Joint Base Lewis McCord (JBLM), Commissioner Iyall was honored to attend the change of command ceremony for the 593rd Corps Sustainment Command.

Commissioner Harding added to Commissioner Iyall's comments regarding the Transportation Policy Board. Commissioner Harding is a representative on the Thurston Regional Planning Council. The Transportation Policy Board makes recommendations to the Thurston Regional Planning Council. Regarding the diversity, equity and inclusion language, there was come criticism of the recommendation and she just wanted to say that from her lens, there was some memos and meetings that happened between the Transportation Policy Board and the Thurston Regional Planning Council, that changed a number of the committee members' mind on the issues, so she thinks we are all on the same page as far as trying to continue to do what's best for everyone in our community and doing so in an authentic way, but also being practical.

Commissioner Harding attended a Youth Program at New Market produced by Leadership Thurston County. She joined other elected officials to talk to the group about what it's like to be an elected.

Commissioner Harding shared a quote from Leo Rosten, "I learned that it is the weak who are cruel, and gentleness is to be expected only from the strong."

Commissioner Sanders reported that she had a great time with staff and fellow commissioners when participating in the Capitol City Pride Parade as well as when she recently shared the stage with Commissioner Harding at the Port of Olympia's last summer concert.

Other Business

None.

Meeting Announcements

A list of upcoming events was displayed on the screen for viewers to see upcoming Commission and POCAC meetings. Executive Director Smith stated the next Commission meeting will be held on Monday, July 28, 2025, at 5:30 p.m.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, July 14, 2025, regular meeting was adjourned at 7:26 p.m. by Commissioner Sanders.

PORT OF OLYMPIA COMMISSION
Jasmine Vasavada, President

Commission Meeting Meeting Meeting Minutes
July 14, 2025 Page 4

Maggie Sanders, Vice President

Sarah Montano, Secretary



Commission Meeting
July 14, 2025

Meeting Minutes
Page 5



Commission Special Meeting/Work Session Minutes Monday, July 28, 2025

Call to Order

Commission Vice President Maggie Sanders called the Commission Special Meeting/Work Session of July 28, 2025, to order and open to the public at 3:03 p.m., Monday, July 28, 2025, at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington 98501.

Present

<u>Commissioners</u>: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Montano, Secretary; Amy Harding and Bob Iyall.

<u>Staff</u>: Alex Smith, Executive Director; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Planning and Programs; Brent Barnes, Director of Enterprise Services; Damien Egan, Harbor Senior Manager; James Sommer, Public Works Manager; Afsin Yilmaz, Marine Terminal Senior Manager; Chris Paolini, Airport Senior Manager; Trisha Miller, Controller; Tina Champion, Executive Coordinator; and Missy Goodell, Commission Coordinator.

Approval of Agenda

Commissioner Montano moved to approve the agenda. Commissioner Harding seconded the motion. Motion passed unanimously.

Port of Olympia Business Unit Financial Performance

Port staff presented financial performance updates for Swantown Boatworks and Marina, the Marine Terminal, the Airport, the Real Estate division and Capital Projects.

Adjournment

There being no further business to come before the Port of Olympia Board of Commissioners, the Monday, July 28, 2025, Special Commission Meeting/Work Session was adjourned at 5:27 p.m.

PORT OF OLYMPIA COMMISSION	
Jasmine Vasavada, President	
Maggie Sanders, Vice President	
Sarah Montano, Secretary	



COVER MEMO

Briefing Date/Time: September 8, 2025

Staff Contact/Title: Mike Reid, Community and Economic Development

Director, miker@portolympia.com

Subject: Electric Ferry Briefing

Purpose:

☐ Information Only ☐ Decision Needed

Overview:

The Port's primary guiding and vision document Vision 2050 has some clearly articulated goals and actions associated with the due diligence around exploring the viability of "non-trade maritime functions". Specifically one of the ten goals in Vision 2050 states: Explore the potential for the Port to serve as a cruise ship destination and regional commuter node.

In support of that goal the following action items are incorporated into the Commission adopted plan:

Action Item #26: Continue to track State-led ferry service studies and evaluate the feasibility of the Port's potential role as the southernmost passenger terminal in South Puget Sound.

Action Item #27: Evaluate the feasibility of establishing a "Mosquito Fleet" water-taxi system that provides limited-scale transportation service for commuters throughout South Puget Sound south of Tacoma.

In an effort to advance these action items the Port retained the services of Peter Phillips of Colibri NW. Peter will be updating the Port Commission on his efforts associated with this project.

Background:

On May 8, 2025 the Port hosted Artemis Technologies at the Port Plaza for a live demonstration of an electric hydrofoil ferry that they manufacture. The Port has



continued conversations with Artemis Technology to remain informed on their progress and advancements to bring their product to scale in the Puget Sound.

Summary and Financial Impact:

Continued engagement with this effort will have associated costs and expenses. For example the Port may want to explore funding a ferry demand study to determine the likelihood of whether there truly is enough market demand to generate enough ridership to support a successful and sustainable outcome.

Environmental Considerations:

The Port is exploring and supporting alternative modes of transportation like ferries not only because of economic considerations like tourism but also because they can be part of environmental solutions specifically reducing single passenger vehicles from the transportation system.

Staff Recommendation:

There is no specific Commission action at this time that requires a staff recommendation. Staff are supportive of this work as it is clearly is articulated in Vision 2050.

Commission Recommendation:

Discussion only

Next Steps/Timeframe:

Staff will continue to engage and monitor significant activities that align with the stated goal: Explore the potential for the Port to serve as a cruise ship destination and regional commuter node. There is no immediate or pressing action at this time.

COVER MEMO

Briefing Date/Time: September 8, 2025

Staff Contact/Title: Alex Smith, Executive Director 360.528.8001,

AlexS@PortOlympia.com

Subject: Pending Issues - Updates

Purpose: \square Information Only \square Decision Needed

Overview:

At the August 5, 2025 Commission Retreat, Commissioner Iyall indicated that historically, the "Pending Issues" section of Commission meeting agendas was for updates to ongoing projects the Port has been working on. We have updated the agenda to include five ongoing projects for which we can provide periodic updates. This briefing summarizes the updates.

Updates:

Budd Inlet Cleanup:

Last we shared with the Commission, the sampling had been completed in East Bay and Ecology was reviewing our report on the data. We were also preparing a source control plan that will identify potential upland sources of contamination and identify ways they can be controlled. In addition, we were ahead of schedule in conducting sampling in West Bay under a sampling plan approved by Ecology.

Currently, all the West Bay samples have been taken and analyzed. Our initial assessment is that there is diffuse, widespread contamination, but we have not identified any major hot spots of contamination. Ecology has now reviewed our report on the results of the sampling in East Bay, and we are reviewing their comments. This will determine where we will need to dredge in East Bay, and where the sediments can recover through natural processes.

We are also working with the Department of Commerce to access the \$3 million the legislature appropriated for Budd Inlet cleanup work last session.

Marine Terminal Warehouse:

Since the Commission authorized staff to move forward towards the purchase and installation of a ClearSpan warehouse for the Marine Terminal, staff has been working with ClearSpan and the City of Olympia on the logistics of permitting and installing the structure.

As we worked with the City of Olympia on the details of design and permitting, we ran into some unanticipated requirements for the new warehouse, which caused some delays. We are finishing up technical specifications and anticipate submitting our permit package for the warehouse by the end of this month. Given that we have been working closely with the City up to this point, we do not anticipate any hangups on permit approval. When the permits will be issued depends largely on the workload of City staff.

We anticipate a cost increase associated with the additional regulatory requirements for the warehouse, but will not know the exact amount of an increase until the permits have been issued and we have gone out to bid. We will keep the Commission apprised as this runs through the City's permitting process.

Dancing Goats Building Renovations:

Thomas Architecture Studios has worked with Port staff to develop a conceptual design to turn the Dancing Goats building into office and Commission meeting room space. We share the conceptual designs with the Commission, and will have Ron Thomas share them in more detail at the September 22nd Commission Meeting.

As with the Marine Terminal warehouse, we anticipate the renovation costs will increase above the \$1.7 million rough estimate we included in the 2025 capital budget. We will hone in on the renovation costs towards the end of this year as design and construction documents are refined.

Airport Master Plan Update:

As the Commission knows, there was an appeal of the SEPA Determination of Non-Significance (DNS) for the Airport Master Plan Update (AMPU). Per the Port's SEPA Policy, if an appeal is filed of a SEPA determination, the underlying project cannot move forward until the appeal is resolved.

The SEPA appeal was the subject of a multi-day hearing before a Hearings Examiner, and the appeal process ended August 20th with both parties submitting their closing arguments in writing. We are now awaiting the decision of the Hearings Examiner.

Peninsula Master Plan:

We have contracted with TRPC to pick up the Peninsula Master Plan where the prior contractors left off. TRPC will be coming to the September 15th work session to discuss the Master Plan with you and your priorities for it and they will discuss the anticipated scope and timeline for the project.

COVER MEMO

Briefing Date/Time: September 8, 2025

Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001,

AlexS@PortOlympia.com

Subject: Colibri NW LLC Contract - Advisory

Purpose: \square Information Only \square Decision Needed

Overview:

This is an Advisory item.

Background:

In 2024, Peter Phillips, of Colibri NW, LLC gave a presentation to the Economic Development Subcommittee of the Port of Olympia Citizens Advisory Committee (POCAC). Mr. Phillips specializes in marinas, ports and marine transit, and has particular interest and expertise in passenger ferry service and electric ferry manufacturers. Mr. Phillips gave a presentation about electric hydrofoil passenger ferries and "fast ferry" service to the POCAC Subcommittee.

The presentation generated a lot of interest in pursuing an electric ferry manufacturer for the Port Peninsula, and potentially looking into electric ferry passenger service to and from Olympia. The Port retained Colibri NW to provide its expertise in exploring passenger-only fast ferry operations, clean marine manufacturing, and other maritime related industries to the Port Peninsula. Mr. Phillips was instrumental in getting Artemis ferries to bring their electric hydrofoil ferry for demonstration rides in Olympia.

The Colibri contract was for six months (January through the end of May, 2025), with a not-to-exceed amount of \$18,000. Under the contract, Colibri was paid a flat fee of \$3,000 per month. A copy of the initial 6 month contract, with the initial scope of work, is attached.

The contract was amended twice: once to extend the contract through December of 2025, and again to increase the not-to-exceed amount of the contract to \$25,000.

Colibri's August billing caused the \$25,000 total contract amount to be exceeded by \$2,000. Pursuant to Port Policy 1001, the Commission must approve an increase in the amount of the contract above \$25,000.

We will return on September 22nd to seek an increase in the total contract amount to pay Colibri NW the outstanding \$2,000. If the Commission wants to continue work with Colibri NW towards passenger ferry service and marine industrial opportunities, staff will come back to the Commission with a new proposed contract.

Documents Attached:

PowerPoint presentation Contract 2024-1046 between the Port and Colibri NW LLC

Summary:

Colibri NW has provided the Port with advice and expertise pursuant to a contract that pays a flat monthly fee for services. The work under the contract has exceeded the authorized amount by \$2,000. Increasing the authorized amount requires Commission approval, which we will seek on September 22nd.

Staff Recommendation:

Staff recommends increasing the Colibri NW contract amount by \$2,000, for a new not-to-exceed total of \$27,000.



Colibri NW LLC Contract Advisory

Alex Smith Executive Director September 8, 2025



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Today's Presentation *Advisory Only*



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Colibri NW LLC

- Colibri NW provides expertise on transportation, public infrastructure and policy development for marinas, ports and marine transportation.
- The Port retained Colibri NW to assist with attracting electric ferry manufacturing to the Port Peninsula, and to explore fast electric ferry service to and from Olympia.



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Contract Framework

- Initial Contract:
 - 6 Month Term
 - Monthly Fee of \$3,000
 - Not-to-Exceed (NTE) Amount of \$18,000
- Two Amendments:
 - Extended Term Through 12/31/25
 - Increased NTE to \$25,000





Current Need

- August invoice of the \$3,000 monthly fee exceeded the contract amount by \$2,000.
- We need Commission approval to increase the NTE amount beyond \$25,000.
- We will come back to the Commission with a request to increase the NTE to \$27,000.



5

Questions and Comments





PERSONAL SERVICES CONTRACT NO. 2024-1046 PORT PENINSULA ACTIVATION

This Contract is made by and between the Port of Olympia, a Washington municipal corporation (hereafter referred to as the "Port") and Colibri Northwest LLC, UBI 604 646 090, (hereafter referred to as the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party".

The Port desires to retain the Consultant to provide to provide assistance promoting economic vibrancy and community engagement at the Port Peninsula, (the "Services") which requires specialized skills and other support capabilities which the Port is not able to provide.

The Consultant has been deemed to possesses the required skills and the necessary capabilities, including technical and professional expertise, to perform the Services set forth in this Contract. The Parties agree that this Contract is consistent with applicable statutory and Port policy requirements.

Recitals

- I. The Washington State Legislature provides authority for Ports to enter into Personal Services Contracts under Chapter 53.19, of the Revised Code of Washington (RCW);
- II. The Washington State Legislature has empowered Port districts to delegate administrative powers and duties as they deem proper for the efficient and proper management of the Port's operations (RCW 53.12.270);
- III. The Port's Commission has delegated administrative powers and duties, including the ability to contract for Personal Services Contracts, to the Executive Director of the Port through Resolution 2019-06.
- IV. Personal Services are defined under RCW 53.19.010 as services provided by a consultant which involve technical expertise to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature.

The Parties agree as follows:

1. Scope of Services

1.1. The Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A".



1.2. All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.

2. Term.

2.1. This Contract is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Contract, as follows:

Commencement Date: December 01, 2024
Completion Date: May 30, 2025

2.2. In the event that the mutual execution date is after the commencement date listed above, the Parties hereby agree that the Commencement date shall be used as the starting date for this Contract.

3. Compensation and Billing.

- 3.1. The Port shall pay the Consultant \$3,000.00 per month, billed on the 1st of the month, with a not-to-exceed total for this agreement of eighteen thousand dollars and zero cents and (\$18,000.00) for the initial term of this Contract.
- 3.2. The Consultant agrees to hold the Rates associated with the Contract for the entirety of the initial term unless amended upon mutual agreement. In the event that both Parties agree to extension the Consultant may request a revision of rates. The Port may request documentation of increased costs associated with the Services provided prior to approval of a revision in Consultant's rates.
- 3.3. No payment shall be made for any Service rendered by the Consultant except for Services identified in this Contract and directly related reasonable expenses as determined by the Port. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses pursuant to this Contract.
 - 3.3.1. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed.



3.3.2. All invoices are to be sent electronically to Contracts@portolympia.com with the invoice noting the contract number in order to be deemed complete and ready for Processing.

4. Amendments/Modifications.

- 4.1. Any changes to this Contract, after execution, will be made through a mutually agreed upon Amendment(s) and executed by signature of the appropriate Authorized Representatives of each Party. Any and all amendments must not conflict with the Port's policies at time of execution, or any applicable statutory requirements. Consultant is responsible for compliance with any statutory requirements applicable for the work to Consultant's work or profession.
- 4.2. In the event that a single or combination of Amendments is issued that will increase the aggregate value of the Contract in excess of authority delegated to the Executive Director, the Port must seek approval of the Amendment with the Commission and make said Amendment at a public meeting. Consultant understands that this Contract is a public record under the Washington Public Records Act, RCW 42.56.

5. Information Requests.

The Consultant shall furnish to the Port within a reasonable time such statements, records, report, data, and information as the Port may request pertaining to the Services and the Project. Consultant will cooperate with the Port in conjunction with any audit performed by the Washington State Auditor's Office.

6. Independent Contractor Relationship.

- 6.1. The Parties intend that an independent contractor relationship will be created by this Contract. The Port is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees.
 - 6.1.1. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.
- 6.2. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the



Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to ensure the satisfactory performances of the Services

6.2.1. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing the agreed upon Services.

7. Right to Inspection.

The Port reserves the right to, or have a third party at the Port's request, inspect, audit, or review the Services provided in this Contract at any time and determine the services performed were satisfactory prior to payment.

8. <u>Insurance</u>.

- 8.1. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Consultant, its agents, representatives, or employees.
- 8.2. Consultant shall obtain insurance of the types described below:
 - 8.2.1. Professional Liability Insurance appropriate to the Consultants profession, with limits no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) policy aggregate limit.
 - 8.2.2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 8.2.3. Additional insurance coverage as requested by the Port deemed necessary for the services to be performed such as, but not limited to, professional errors and omissions insurance.
- 8.3. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
 - 8.3.1. The Consultant's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Consultant's insurance and shall not contribute with it.



- 8.3.2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.
- 8.4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 8.5. Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant deemed adequate in the Port's sole discretion before commencement of the Services.
- 9. <u>Dispute Resolution.</u> Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described:
 - 9.1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort within 10 business days from the time the dispute first became known to both Parties to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
 - 9.2. Failing resolution under paragraph 10.1 herein, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by Contract of both parties. If the Parties fail to agree on the appointment of a mediator or mediation service within 10 business days from the date of a mediation request initiated under this paragraph, the dispute shall be mediated by the Washington Arbitration and Mediation Service (WAMS) in Seattle, with each Party to bear its own costs, attorney fees, and one half of the mediation fee.
 - 9.3. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation. Jurisdiction and venue shall be in the Thurston County, Washington Superior Court or the Federal District Court for the



Western District of Washington, depending on the nature of the dispute. Washington State law shall be applied to any litigation that is brought that arises out of, is related to, or connected with, this Agreement.

10. Ownership of Property.

- 10.1. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.
- 10.2. All documents, including drawings and specifications prepared by the Consultant pursuant to this Contract, are the instruments of service with respect to the Services and shall be owned by the Port upon payment of the Consultant fee by the Port. The Consultant shall provide the Port with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the Consultant will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. Compliance with Laws.

- 11.1. The Consultant, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.
- 11.2. Additionally, the consultant acknowledges and understands their responsibilities under WAC 415-02-325 in relation to 2008 early retirement factors and will inform the Port if there is a conflict.
- 11.3. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Contract, as well as any other tax or fee related to the Consultant's business.

12. Nondiscrimination.



- 12.1. In In the performance of this Contract, Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other discrimination prohibited by law or Executive Order.. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 12.2. Additionally, Consultant will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, or other discrimination prohibited by law or Executive Order.
- 12.3. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination meeting the requirements of this Contract.

13. Assignment/subcontracting.

- 13.1. The Consultant shall not assign its performance of the Services or any portion of this Contract without the Port's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.
- 13.2. Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 13.3. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the Port.

14. Maintenance and Inspection of Records.

14.1. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or



audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

14.2. The Consultant shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Consultant agrees that the Port or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Termination.

- 15.1. <u>Termination for Convenience</u>. The Port may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the Port shall pay the Consultant for all Services provided under this Contract through the date of termination, as well as any other Services specifically agreed to by the Parties in writing.
- 15.2. <u>Termination for Cause</u>. If the Consultant fails to perform in the manner called for in this Contract, or if the Consultant fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Port may terminate this Contract for cause. Termination shall be effective by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Contract through the date of termination.

16. Notice.

16.1. All notices provided for in this Contract shall be sent by certified mail to the addresses designated below:

Port

Contracts Specialist Port of Olympia 606 Columbia St. NW, STE 300 Olympia, WA 98501

Consultant

Peter Philips Colibri Northwest LLC PO Box 13130 Des Moines, WA 98198

16.2. In the event either Party needs to change the contact for notices, they shall provide in writing a new contact and the contacts information in writing to the other Party in a reasonable amount of time.

17. Attorney's Fees and Costs.



In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

18. Jurisdiction and Venue.

- 18.1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 18.2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington, depending on the nature of the dispute.

19. Severability.

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

20. Electronic Signature.

An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations under state and federal law.

21. Entire Contract.

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.



IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

THE PORT OF OLYMPIA

606 Columbia St. NW, STE 300 Olympia, WA 98501

COLIBRI NORTHWEST LLC

PO Box 13130 Des Moines, WA 98198

Peter Philips Date
Founder/CEO

Port of Olympia Port Peninsula Activation Proposed Scope of Work for Peter Philips DRAFT

General Scope of Work

Promote economic vibrancy and community engagement at the Port Peninsula

To maximize the value of the asset to the community, consultant will seek private and public partners to complement and enhance existing port operations, activating the Port Peninsula as a destination for recreation, employment and civic engagement.

Specific Activities

- Support port staff and consultants in identifying economic development opportunities and developing community-centric assets to enhance the Port Peninsula as an economic, civic and recreational destination for the community.
- Particularly, but not exclusively, pursue and engage the following: passenger-only ferry
 operations, clean marine manufacturing (eg. electric boats and batteries) and small-scale
 commercial fishing activity: offboat fish sales and related activity.
- Assist port staff and consultants in more general marketing of the Port Peninsula to appropriate private companies, services providers and public and private partners to locate on the Port Peninsula to achieve above activation.

Specific Deliverables

- I. Establish regular passenger-only ferry services from Olympia Port Peninsula
 - Participate in stakeholder outreach and community engagement to educate and build support.
 - Identify, engage and coordinate with vessel operations sector to develop operations and financial model for service.
 - Identify legislators who can help fund service and engage where appropriate.
 - Coordinate with other regional passenger vessel initiatives to forge broader coalitions working work toward common goals that result in ferry service at Port Peninsula.

Short term goal:

- Establish passenger-only pilot to run January through March and/or seasonal run <u>Ultimate goal:</u>
- Engage long term operator and sustainable funding model for permanent ferry service
- Install electric car and ferry charging stations to support both commercial and community use.
- Establish operating partner(s) for charging stations and car share.

II. Entice green marine (light-industrial) manufacturing to site facilities on Port Peninsula

Artemis and Candela are examples of green tech fast ferry and battery technology. They
are among the best early candidates for green marine for the following reasons, which
I'll communicate to all manufacturing candidates;

Port of Olympia Port Peninsula Activation Proposed Scope of Work for Peter Philips DRAFT (cont)

(As of 15 November 2024)

- Good coexistence with bike paths, parks and restaurants, as well as current port operations.
- Ferry passengers and green marine employees drive microbusinesses to serve them. Those microbusinesses also serve community at large.
- o Services the same to serve fish boats and ferries

Short term goal:

- Host field trips from Artemis, Candela and others.
- Establish Port of Olympia as player in green marine sector
- Establish Port of Olympia in the public sector green marine funding discussion Long term goal:
- Establish a clean, maritime-centric artisanal and small-scale manufacturing that integrates well into the community.

III. Encourage small fish boats to homeport in Olympia

- Secure funding for any minor infrastructure improvements necessary to make off boat fish sales economically viable for commercial fishermen. (eg ice machine, also attractive to Farmers Market)
- Identify and engage private and public funding partners: grants and private investment to benefit seafood sales at the Port Peninsula and by extension the Farmers Market.
- Solicit commercial fishing commitments for the programs.

IV. Workforce development

- Work with New Market Skill Center to establish internships and direct-to-work path between students and the maritime industry, especially internships related to water taxi service, expansion of a commercial fishing presence, and the crafts associated with the operation and maintenance of commercial vessels.
 - Vessel construction/maintenance
 - Vessel operations
 - Hospitality and retail

COVER MEMO

Briefing Date/Time: September 8, 2025

Staff Contact/Title: James Sommer, Public Works Program Manager

360.528.8005, JamesS@PortOlympia.com

Subject: Swantown Boatworks Stormwater Retrofit – Contract

Award

Purpose:
☐ Information Only ☐ Decision Needed

Overview:

• This is an advisory item. No action required.

• This item will return to the commission on September 22, 2025 for approval via the Consent Calendar.

Background:

On August 14, 2023, the Commission authorized a contract (2023-1011) with Skillings to provide engineering design services for the Swantown Boatworks Stormwater Retrofit Project. The Port has since collaborated with Skillings and the Department of Ecology (DOE) to design improvements to the stormwater treatment chain system at Swantown Boatworks, aimed at enhancing the removal of metals from stormwater runoff to ensure the Port complies with current and future stormwater quality standards.

The recommended improvements include installation of an AQUIP treatment system with enhanced media configuration, a pretreatment chamber for solids settling, passive pH conditioning, and oil-water separation, along with site conveyance upgrades.

The Port published a construction bid package for the Swantown Boatworks Stormwater Retrofit Project on August 29, 2025, using a formal competitive bid process. The bid period will close on September 25, 2025. As of September 3, 2025, 51 firms have downloaded the bid package.

Documents Attached:

PowerPoint presentation
Link to the bid opportunity is below.

Port of Olympia - Swantown Boatworks Stormwater Retrofit

Summary and Financial Impact:

This project has an approved 2025 capital budget of \$541,394.00, including both the 2025 capital budget allocation and unspent rollover funds from the 2024 capital budget. In addition to Port of Olympia funding, DOE has awarded the Port a Stormwater Financial Assistance Program grant for this project. The authorized grant award is an amount not to exceed \$568,609.00; the actual grant award amount will be finalized during future negotiations with DOE.

Skillings has provided an estimated construction cost of \$838,213.00, including sales tax, for this project. It is fully anticipated that the combination of existing Port capital budget funds plus the finalized grant award amount will be sufficient to cover the total project cost.

Affected Parties:

- Swantown Marina & Boatworks
- General Public

Environmental Considerations:

DOE stormwater quality standards have, and are expected to continue to, become more restrictive over time. Boatworks has revised its boatyard best practices and incorporated additional filtering mechanisms to address these more restrictive compliance requirements. They have been successful to date; however, it has become clear that such modifications alone will not be sufficient to meet compliance standards at every juncture. Installation of an advanced treatment system, with enhanced media and other improvements integration, is all but mandatory to ensure boatyard operations continue with a minimal environmental impact, one that complies with all current and future requirements.

Options with Pros and Cons:

1. Authorize the Executive Director to award and execute a contract with the lowest responsive, responsible bidder, in accordance with the requirements outlined in the "Next Steps" section

<u>Result:</u> The Swantown Boatworks Stormwater Retrofit Project proceeds as planned, remaining on schedule in accordance with the timeline approved by DOE.

2. Do not authorize the Executive Director to award and execute a contract with the lowest responsive, responsible bidder, in accordance with the requirements outlined in the "Next Steps" section

<u>Result:</u> The Swantown Boatworks Stormwater Retrofit Project will be delayed and is at risk of losing DOE grant funding if it does not move forward as planned. Additionally, the lack of a stormwater retrofit will make it exceedingly difficult to comply with current and future DOE stormwater quality standards.

Next Steps/Timeframe/Staff Recommendation:

At the September 22, 2025 Commission meeting, Port staff will recommend – via the Consent Calendar – that the Commission authorize the Executive Director to award and execute the Swantown Boatworks Stormwater Retrofit contract to the lowest responsive and responsible bidder, provided that the Port's contribution does not exceed the approved 2024-2025 Capital Budget allocation of \$541,394.00 for the Swantown Boatworks Stormwater Treatment System.



Swantown Boatworks Stormwater Retrofit Contract Award

James Sommer Public Works Program Manager September 8, 2025



1



Today's Presentation

Advisory Only – No Action Required

- Project Purpose / Scope
- Funding
- Project Status
- Next Steps





Purpose

Swantown Boatworks Stormwater Retrofit Project

Scope of Work

- The project is to improve the stormwater treatment chain system for Swantown Boatworks.
- The alterations will divert stormwater away from existing wet pond.
- Increased metals treatment using a media filtration treatment facility.

4

PORT of OLYMPIA

Funding

Swantown Boatworks Stormwater Retrofit Project

2024-2025 Capital Budget Allocations

• \$541,394 in Port funding.

<u>Department of Ecology Stormwater Financial Assistance</u> <u>Program Grant</u>

• Not to exceed \$568,609.

5



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Project Status

Swantown Boatworks Stormwater Retrofit Project

- A bid package was published by the Port on August 29, 2025, and the bid period closes on September 25, 2025.
- As of September 3, 2025, fifty-one (51) firms have downloaded the bid documents.

Anticipated Start Date:

- Materials ordered as soon as contract is awarded.
- Contractor to provide schedule.



Next Steps

Future Commission Action Will Be Requested September 22, 2025

- Future Commission Action Requested (Consent Calendar)
 - Commission moves to authorize the Executive Director to award and execute the Swantown Boatworks Stormwater Retrofit contract to the lowest responsive, responsible bidder, subject to the requirement that the Port contribution of the project expense not exceed the approved 2024-2025 Capital Budget outlay for the Swantown Boatworks Stormwater Treatment System, i.e., \$541,394.

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Questions and Comments

