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**Port of Port Townsend
1st Monthly Regular Meeting Agenda
MONDAY, May 12, 2014, 1:00 PM
Port Commission Building
333 Benedict Street, Port Townsend, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
 - A. Approval of Meeting Minutes – April 23, 2014.....1-3
 - B. Operations Reports – April 2014.....4-7
 - C. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading (Action Items)
 - A. June Commission Meeting & Workshop in Quilcene.....8
- VI. First Reading (discussion only)
 - A. Reid Middleton Contract.....9-14
 - B. Port Management Agreement (PMA).....15-16
 - C. Lease Option for Landfall Restaurant Site.....17-30
 - D. March 2014 Financials.....31-58
 - E. Quilcene Strategy.....59
- VII. Potential Immediate Action Items (unanimous Commission approval required)
 - A. Reid Middleton Contract for AWOS.....60
- VIII. Staff Comments
- IX. Public Comments
- X. Commissioner Comments
- XI. **Next Meeting: Wednesday, May 28, 2014 at 5:30 PM, Port Commission Building,
333 Benedict Street, Port Townsend, WA**
- XII. Executive Session (if called)
- XIII. Adjournment

PORT COMMISSION MEETING– April 23, 2014

The Port of Port Townsend Commission met in regular session at the Commission Building, 333 Benedict Street, Port Townsend, WA.

Present: Commissioners – Tucker, Clinefelter and Hanke
Executive Director – Crockett
Deputy Director - Pivarnik
Auditor – Khile
Attorney - Harris
Minutes – Nelson

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Tucker called the meeting to order at 5:30 PM.

II. APPROVAL OF AGENDA:

Commissioner Clinefelter asked why the Project/Business Management Plan was not on the agenda. Commissioner Tucker responded that it would be discussed during First Reading, Item B-New Concepts and Ideas. Commissioner Hanke added that discussion on a business plan should begin in a workshop, since this is a new idea for the Commission. Commissioner Tucker explained the business plan is up for discussion under Item B, for suggestion to include on a future workshop agenda.

Mr. Pivarnik informed that Carrie Andrews and Barb Trailer of the Northwest Maritime Center would present a briefing during Public Comments on this year's Wooden Boat Festival and the Center's relationship with the Port.

Commissioner Hanke moved to approve the Agenda as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

III. CONSENT AGENDA (2:39):

A. Approval of Public Workshop Minutes – April 9, 2014

Approval of Meeting Minutes – April 9, 2014

B. Resolution No. 608-14 – Authorizing Warrant Cancellation

Resolution No. 609-14 – Authorizing Sale of Abandoned Vessels

Resolution No. 611-14 – Authorizing WSDOT Airport Aid Grant for AWOS

Resolution No. 612-14 – Authorizing Boating Infrastructure Grant for Point Hudson
Jetty Renovation Project

Resolution No. 613-14 – Modifying Amount of Auditor's Revolving Fund

C. Approval of Warrants

Warrant #052771 through #052786 in the amount of \$62,078.15 for Payroll and Benefits

Warrant #052787 through #052821 in the amount of \$165,113.03 for Accounts Payable

Electronic Debit to Union Bank in the amount of \$4,842.60 for Washington State

Combined Excise Tax Return for March 2014

Commissioner Tucker moved to approve the Consent Agenda as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

IV. PUBLIC COMMENTS (Not related to agenda) (2:52):

Wooden Boat Festival co-director Carrie Andrews discussed the festival's relationship with the Port over the past 38 years. She reminded all that the festival is their biggest fundraiser. She wanted the Commission to be aware, now that City Dock and Union Wharf are no longer owned by the City; these docks are not included in part of the sponsorship.

Co-director Barb Trailer explained the importance of including the docks as part of the package as the tall ships require this dock space for public viewing and charters. She reported the ships charge big bucks to participate and they cannot see charging them fees now for use of the dock space. She explained that money would cut into their educational program funding.

The festival directors would like the Commission to consider including Union Wharf and City Dock as part of the Port's sponsorship.

Bill Putney thanked the Commission for agreeing to attend the May 3, 2014 "State of the Airport" meeting, with Executive Director Crockett as the speaker.

V. SECOND READING (Action Items):

VI. FIRST READING (Discussion Only):

A. Union Wharf and City Dock (11:20):

Mr. Crockett explained that concerns were recently raised on both of these structures. He reminded that the title transfer of these docks did not occur until June of 2013. He informed that the removable floats were refurbished by BUMS and would be put back in the water in mid-May. He stated Port maintenance staff redid the electrical and replaced some lights on Union Wharf, and added new cleats. He reported that Union Wharf is not required to have a fire suppression system, but if it is the desire of this Commission to have one installed, this would be a capital improvement project. Commissioner Hanke asked if the docks had ever been surveyed. Mr. Pivarnik answered that Tike Hillman and diver Mike Roth have both performed inspections of the docks and pilings. Mr. Crockett added that he obtained the original engineered plans from the RCO in Olympia. Discussion then occurred on the budget for the maintenance of these docks.

Commissioner Tucker stated he looks forward to the facilities review so staff and the commission can consider and prioritize projects.

B. How New Concepts/Ideas are to be Brought Before the Commission (18:28):

Commissioner Clinefelter discussed the 30-question matrix and the draft prioritization matrix, as “tools in the toolbox” as a component of the strategic plan. He stated his reasons for developing a business plan, as another important tool. He believes with the AWOS installation, the boat ramp, and the Point Hudson Jetty projects, the use of a business plan would prevent occurrences such as the “Point Hudson problem”. He believes change orders and other unforeseen circumstances would be avoided with a business plan. He sees the plan as a means of tracking and prioritizing and being able to foresee the future of a project. He wants the plan to include costs, sign-off deadlines, etc. and would like a plan developed and adopted by the commission.

Commissioner Tucker stated change orders come about due to unanticipated reasons, such as City requirements, etc. He asked Commissioner Clinefelter to bring in an example of a business plan, so staff and the commission can understand exactly what he has in mind.

Mr. Crockett explained that sometimes change orders are for improvements to the project, giving a few past examples.

Commissioner Hanke asked Commissioner Clinefelter to name some Port projects that he sees are not working right. He explained that he has seen a number of Port projects completed and added the “Point Hudson problem” was a problem with the contractor. Commissioner Hanke does not want to add another layer to policy, if not needed.

Mr. Crockett added that the boat ramp project could possibly be the first project on the business plan.

Commissioner Hanke had more questions on the benefits of adopting a plan, and asked how it would help with project flow. After hearing more requests for a plan example, Commissioner Clinefelter said he would come up with a document showing his idea of a business plan.

During this discussion, audience members, C.J. Burleson and Bertram Levy, commented.

C. Washington Tourism Ports Task Force (34:14):

Mr. Crockett discussed the background on how the Washington Tourism Alliance (WTA) was formed and how the Port of Townsend has been a member since the beginning of its formation. He discussed Substitute HB2229, which provides a mechanism for entities in the tourism business to fund themselves. The bill targets five tourism sectors: lodging, food, attractions/entertainment, retail and transportation. These sectors have agreed to come up with \$7.5M to provide to the WTA for our state’s tourism marketing. This bill allows the Department of Revenue and other agencies to be the pass-through for the tourism money. At the WPPA Spring Meeting, there will be a Ports Task Force dinner/discussion on whether ports want to be involved, which staff and two of our commissioners will attend.

VII. POTENTIAL IMMEDIATE ACTION ITEMS (with unanimous Commission approval):

A. Greenhouse Gas Emissions Resolution No. 610-14 (39:07):

Commissioner Tucker explained this is a resolution required for inclusion in the WSDOT grant application for the AWOS.

Mr. Crockett explained how the Port already participates in the Climate Action Committee with the City and County, in which both these entities have already passed their climate resolutions. He stated all WSDOT grants require this type of resolution as part of the checklist.

Commissioner Tucker moved to allow a vote on this resolution.

Commissioner Hanke seconded the motion.

Motion carried by unanimous vote.

Commissioner Hanke moved to adopt Resolution No. 610-14 as presented.

Commissioner Tucker seconded the motion.

Motion carried by unanimous vote.

VIII. STAFF COMMENTS (41:45):

Mr. Crockett informed that the maintenance staff added the Biochar to the sand filter along Sims Way. He added that he would be out tomorrow afternoon, attending the PDD and RC&D meeting in Sequim. Mr. Crockett stated that Commissioner Hanke expressed his wish to hold a commission meeting in Quilcene, possibly in June. Staff will check the availability of the Timberhouse Restaurant for a June workshop and meeting.

IX. PUBLIC COMMENTS (43:17):

Bertram Levy expressed his comments on the Port Administration Building and talked about a “rumor” going around the Port about Point Hudson.

Lon Zimmerman commented on full dumpsters in the Boat Haven and illegal dumping. C.J. Burleson, Bertram Levy, and Joe von Volkli commented on garbage and dumpster issues, ensuing further discussion on problems and ideas.

Mr. von Volkli also handed out a letter to the commissioners, complementing the Port yard staff on their hard and dedicated work they perform.

Vigo Anderson commented on an email he wrote to staff and the commission on fire safety. He also spoke his opinion of the business plan.

C.J. Burleson added his opinion on the usefulness of a business plan, speaking from his experiences.

X. COMMISSIONER COMMENTS (1:08:27):

Commissioner Hanke discussed the recent Fort Worden Advisory Committee meeting he attended, which included discussion of the PDA take-over May 1. Also discussed at the meeting was an issue with erosion of the bank near the Port-owned stairs and the subject of a possible future partnership of the Fort Worden boat ramp, initiated by Commissioner Hanke. He also discussed a recent PRTPO meeting he recently attended.

Commissioner Clinefelter discussed the Biochar project on Sims Way and the planning needed for the upcoming sand filter project in the yard, including project cost, lost revenue and boat displacement.

Commissioner Tucker talked about the recent Jefferson Energy Lunch meeting he attended. Included in that meeting, was a discussion on how to permit public infrastructure projects “in this day and age”, plus a discussion on a Canadian wind and underwater power project, which is benefiting our Peninsula.

XI. NEXT MEETING/PUBLIC WORKSHOP: Next regular meeting will be held MONDAY, May 12, 2014 at 1:00 PM, with a Public Workshop preceding at 9:30 AM in the Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

None

XIII. ADJOURNMENT:

The meeting adjourned at 6:48 PM there being no further business to come before the Commission.

ATTEST:

Stephen R. Tucker, President

Peter W. Hanke, Secretary

Brad A. Clinefelter, Vice President

BOATHAVEN OPERATIONS REPORT/MOORAGE

MONTH: APRIL

DATE: 5/7/2014

MONTHLY PERMS: 355

MONTHLY GUESTS: 21

# OF SLIPS BY SIZE	OCCUPIED	empty	% occ.
25' _____ 35	_____ 35	0	100%
27' _____ 11	_____ 11	0	100%
30' _____ 105	_____ 102	3	97%
35' _____ 24	_____ 24	0	100%
40' _____ 44	_____ 43	1	98%
45' _____ 41	_____ 40	1	98%
50' _____ 32	_____ 31	1	97%
OVER 52' _____ 7	_____ 7	0	100%
TOTAL: _____ 299	_____ 293	6	AVG: 99%

LINEAR SPACE/FT	OCCUPIED	% OCCUPIED
COMMERCIAL _____ 365	_____ 320	_____ 88%
RECREATIONAL _____ 1986	_____ 1836	_____ 92%
LIMITED ACC. _____ 1455	_____ 1421	_____ 98%
TOTAL: _____ 3806	_____ 3660	146 AVG: 95%

	CURR	PREV	YTD
NIGHTLY GUESTS:	229	207	666
CREDIT SYSTEM:	30	27	101
TEMP TIE UP:	11	5	24
FREE NIGHTS:	1	0	1
PTYC:	10	5	23
RAMP/DAILY:	51	35	142
RAMP/ANNUAL:	60	32	192

WAIT LISTS	
25' PLEA:	<u>6</u>
27' PLEA:	<u>0</u>
30' PLEA:	<u>38</u>
35' PLEA:	<u>28</u>
40' PLEA:	<u>40</u>
45' PLEA:	<u>18</u>
50' PLEA:	<u>14</u>
OVER 52':	<u>10</u>
OVERWID	<u>0</u>
30' COMM.	<u>0</u>
40' COMM.	<u>0</u>
50' COMM:	<u>0</u>

TOTAL OCCUPANCY %: 97%

STORAGE OPERATIONS REPORT									DATE:	5/7/2014
April-14										
	APR 2011	APR 2012	APR 2013	APR 2014	2011 YEAR TO DATE	2012 YEAR TO DATE	2013 YEAR TO DATE	2014 YEAR TO DATE	REMARKS	
HAUL-OUT										
BOAT YARD - OUT	79	97	83	74	176	191	194	206		
BOAT YARD - IN	79	86	81	85	176	164	169	196		
67% RE-BLOCK	1	0	5	8	30	12	28	26		
40% INSPECTION	3	2	5	3	12	7	11	7		
OTHER	1	3	1	1	17	7	8	18		
SUB TOTAL	169	188	175	171	411	381	410	453		
SHIP - OUT	13	14	17	17	36	43	53	45		
SHIP - IN	8	22	14	15	31	44	36	45		
SHIP - RE-BLOCK	0	1	1	2	7	7	1	4		
SHIP-INSPECTION	3	0	0	1	3	0	3	3		
SHIP - OTHER	0	0	0	0	0	2	3	0		
SUB TOTAL	24	37	32	35	77	96	95	97		
TOTAL	193	225	207	206	489	477	505	550		
STORAGE										
PTBH - START	79	65	80	76						
PTBH - END	86	82	78	73						
PTBH-O.P.P.	25	27	28	27						
SHIP-START	10	22	19	20						
SHIP-END	15	14	22	22						
SHIP-O.P.P.	2	1	1	2						
PERM/FREE	0	0	0	0						PERMS
FREE DAYS	63	47	111	97						PAID R/T
PTBH lineal feet	3547	3525	3240	3083						
SHIP lineal feet	1153	1010	1540	1542						
Longterm Storage	24	21	18	22						BOATS
LONGTERM linear	904	836	704	844						
JCIA OPERATIONS REPORT										
HANGERS	11	12	13	12						
TIE DN - PAVED	3	2	2	2						
TIE DN - GRASS	2	0	1	0						
TIE DN - NIGHTLY	2	1	3	0						
W/L - HANGERS	2	0	0	0						
										OFF PORT PROPERTY
										GOLD STAR - 7
										PT CO-OP - 10
										DAY BOAT - 1
										TBM - SM - 6 SHIP - 2
										HAVEN - 2
										STEPHENS - 1

Port of Port Townsend

POINT HUDSON MARINA & RV PARK

MONTHLY OCCUPANCY REPORT

2014

& 5 YEAR COMPARISON

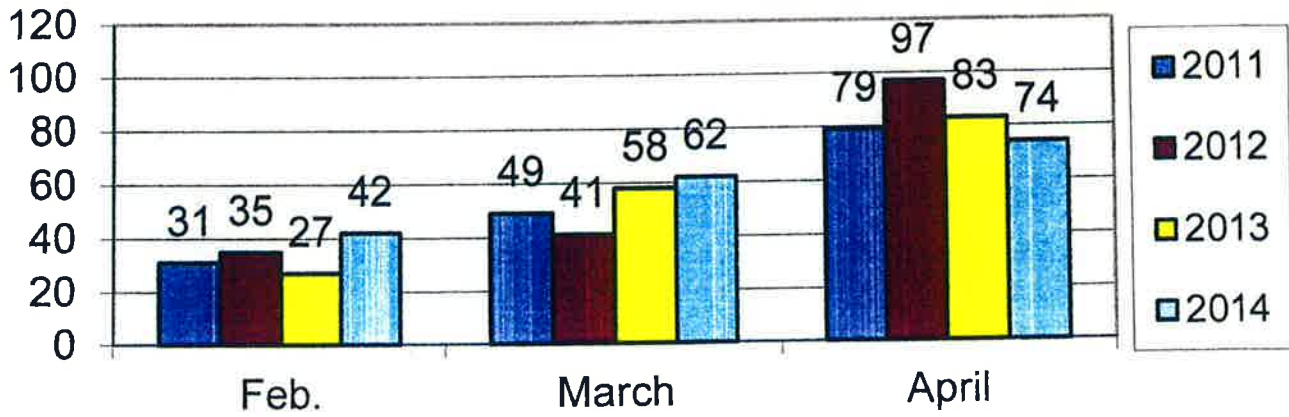
MARINA NIGHTLY GUEST NIGHTS											
	2010		2011		2012		2013		2014		
	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	
JAN	63	63	32	32	28	28	58	58	53	53	JAN
FEB	101	164	77	109	96	124	80	138	57	110	FEB
MAR	106	270	178	287	73	197	95	233	77	187	MAR
APRIL	199	469	180	467	240	437	159	392	209	396	APRIL
MAY	616	1085	618	1085	541	978	605	997			MAY
JUNE	601	1686	582	1667	749	1727	606	1603			JUNE
JULY	1170	2856	1079	2746	1035	2762	1089	2692			JULY
AUG	1255	4111	1131	3877	1178	3940	1188	3880			AUG
SEPT	1008	5119	838	4715	831	4771	899	4779			SEPT
OCT	130	5249	154	4869	175	4946	214	4993			OCT
NOV	57	5306	58	4927	86	5032	138	5131			NOV
DEC	34	5340	54	4981	65	5097	64	5195			DEC

RV NIGHTLY GUEST NIGHTS											
	2010		2011		2012		2013		2014		
	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	
JAN	175	175	173	173	176	176	180	180	285	285	JAN
FEB	286	461	214	387	221	397	261	441	150	435	FEB
MAR	338	799	239	626	229	626	359	800	249	684	MAR
APRIL	403	1202	341	967	445	1071	209	1009	546	1230	APRIL
MAY	628	1830	717	1684	638	1709	637	1646			MAY
JUNE	654	2484	713	2397	645	2354	910	2556			JUNE
JULY	1256	3740	1215	3612	1247	3601	1275	3831			JULY
AUG	1228	4968	1257	4869	1300	4901	1293	5124			AUG
SEPT	1051	6019	1062	5931	1076	5977	1079	6203			SEPT
OCT	501	6520	501	6432	580	6557	694	6897			OCT
NOV	241	6761	258	6690	290	6847	352	7249			NOV
DEC	157	6918	176	6866	246	7093	165	7414			DEC

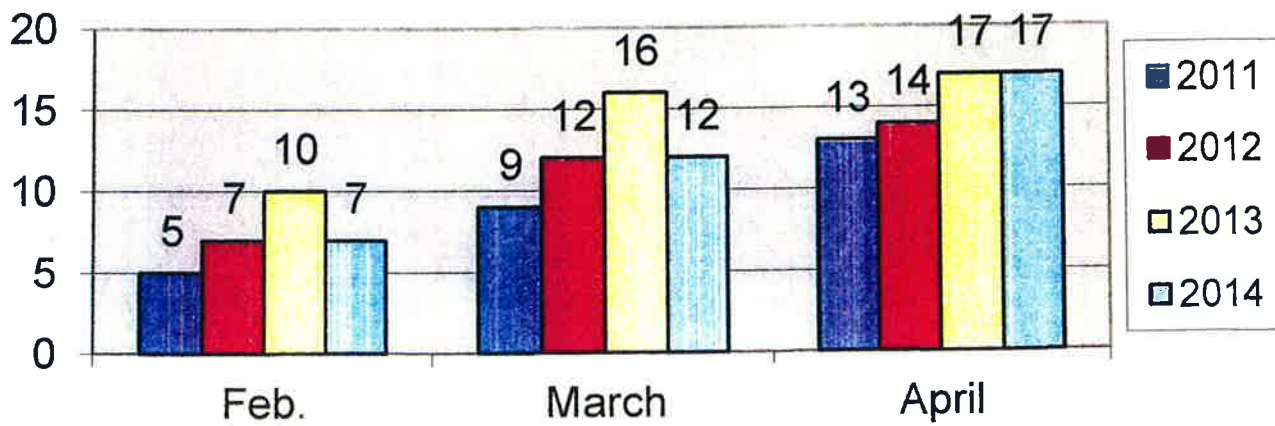
PERMANENT & SEASONAL TENANT SUMMARY

	AVAIL/GOAL	OCCUPIED	%
LTD ACCESS MOORAGE	40 SLIPS	39	98%
COMMERCIAL MOORAGE	850 FEET	846	100%
SEASONAL MOORAGE	32 SLIPS	17	53%
SEASONAL RV'S	10 SITES	10	100%
UNDESIRABLE	5 SLIPS	0	0%

Round Trip Haul Outs 70/75 T



Round Trip Hoists 300 Ton



PORT OF PORT TOWNSEND

MEETING OF: May 12, 2014

AGENDA ITEM: V. Second Reading (Action Items)
A. June Commission Meeting & Workshop in
Quilcene

BACKGROUND:

At the last Commission meeting, Commissioner Hanke requested the first meeting and public workshop in June be held in Quilcene. Staff has put a tentative hold on two different locations in Quilcene. The Timberhouse is available on Wednesday, June 11, 2014 and the Quilcene Community Center is available Thursday, June 12.

Executive Director's Recommendation:

For discussion and direction as appropriate.

PORT OF PORT TOWNSEND

MEETING OF: March 26, 2014

AGENDA ITEM: VI. First Reading
A. Reid Middleton Contract

BACKGROUND:

The Port received approval of its Level 3 Response Engineering Report (Report) from the Department of Ecology on April 2, 2014. This Report outlines actions the Port will undertake in 2014 and 2015 to correct for zinc and copper benchmark exceedences in stormwater discharges at the Boat Haven. Architectural and Engineering (A&E) services are required to complete some of the work items described within the Report.

One of those work items is the replacement of an underperforming sandfilter located within the boatyard. This work will necessitate the redesign of the filter and development of bid-ready specifications in order to select a contractor for the filter replacement.

Staff considered whether there was benefit in a Request for Qualifications process for A&E services and determined that there was greater benefit to the public in retaining the services of Reid Middleton due to this firm's unequalled knowledge of the Boat Haven facility stormwater infrastructure as a whole and of the unique performance standards for the Vault 1 Sandfilter itself.

Staff is confident that its selection of Reid Middleton is consistent with the guidelines set forth in the Personal Services Contracting Manual for Washington Ports since the scope of services in the attached Agreement for Professional Services is a continuation of the services provided by Reid Middleton in designing the Boat Haven's stormwater infrastructure at the time of the facility's major renovation.

Staff has negotiated a fee with Reid Middleton for the agreed scope of services and believes that this fee represents good value.

Executive Director's Recommendation:

Execute the attached Agreement.

May 8, 2014
File No. 242014.913.008

Mr. Al Cairns
Port of Port Townsend
2771 Jefferson Street
Port Townsend, WA 98368

Subject: Agreement for Professional Services
Boatyard Stormwater System Design

Dear Mr. Cairns:

Thank you for considering Reid Middleton to provide professional engineering services for assistance with updating the stormwater system at the Port of Port Townsend's boat yard. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

The Port of Port Townsend (Port) owns and manages shipyard and boatyard facilities at the Port's Boat Haven facility in Port Townsend, Washington. As part of a major renovation in 1997, stormwater treatment systems including sand filters and stormwater vaults were installed in the boatyard and shipyard.

The Port is in the process of renovating the existing stormwater systems in response to current stringent effluent discharge limits for shipyard and boatyard operations. The Port is working with Landau Associates under a separate contract to provide assistance with the conceptual development and design of various modifications to the existing system including the addition of various new filter media. As part of the upgrade of the system, some elements such as the internal sand filter in the boatyard will be relocated.

The Port has developed a preferred alternative for the upgrade of the sand filter in the internal portion of the boatyard. The internal boatyard sand filters were labeled Section A, Section B, and Section C. Section A is approximately 200 feet long and is on the southwest side of the boatyard, Section B is also 200 feet long and is in the middle of the boatyard, and Section C is on the southeast side of the boatyard adjacent to the Fleet Building. Per the preferred alternative selected by the Port, Section A will be relocated approximately twenty feet north of its current location into the access road within the boatyard and will be replaced by a concrete trench system with new filter media and a grated cover.

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

Section B will be replaced in its current location with a new concrete trench, filter media, and grated cover. No modification other than minor repair is planned for Section C. Section A and Section B will be designed to support the loads of the 300 metric ton travel lift operations.

Landau Associates under a separate contract with the Port will be selecting and designing the filter media to be placed in the concrete trenches. The replacement trenches will be designed to hold the same volume of material as the existing sand filters. Selection and analysis of filter media and construction documents for installation of the filter media is excluded from the Reid Middleton scope of work. Landau under separate contract with the Port will also provide geotechnical support for design of the foundation material for the new trenches.

The electronic base map and grading design from the original Enhanced Haulout and Stormwater Facilities design will be used as the base map for the work. It should be noted that the actual current site grades may vary and some field adjustment of grades and materials may be required during construction.

The Port has requested that Reid Middleton provide engineering services to prepare bid documents for the renovation of Section A and Section B of the sand filters in the boatyard. The following is the scope of services that will be provided by Reid Middleton.

B. SCOPE OF SERVICES

1. Review background and existing information regarding the existing system, attend a site visit to discuss the proposed system and discuss proposed goals and objectives for system modification, and review proposed concept modifications developed by Landau and the Port.
2. Perform design and prepare construction documents for the replacement of Section A and Section B filter trenches. The following items will be included in the design:
 - a. Site grading plan including revisions to side grading as required to provide positive surface drainage to the trench locations with a maximum slope of 2% to allow for continued travel lift operations

- b. Site plan and layout details for the trenches and associated piping connections to tie into the existing discharge piping system.
 - c. Structural sections and details for the concrete trenches and grated lids.
 3. Prepare construction documents that are suitable for bidding for the regrading, installation of the concrete trenches and grated lids, and piping connections. The previous older survey and grading design will be used as the base map. The following submittals will be provided.
 - a. At approximately the 65 percent level of design a PDF file, two hard copy sets of 11" x 17" drawings, technical specifications in Construction Specifier Institute (CSI) format, and an Opinion of Probable Construction Costs will be provided.
 - b. Following review and comment by the Port on the 65 percent design documents, a 95 percent submittal including a PDF file and two hard copy sets of 11" x 17" drawings, general specifications and technical specifications, and an Opinion of Probable Construction Costs will be provided.
 - c. Following review and comment by the Port on the 95 percent design, a final camera-ready full-size sealed set of drawings, specifications, calculations, and an Opinion of Probable Construction Costs will be provided to the Port. The documents will also be provided to the Port in PDF format.
 4. This scope of services assumes Landau under their separate contract with the Port will continue to be responsible for the overall treatment analysis and design of the system including filter media, prediction of treatment rates, and other system performance analysis. This scope also assumes that Landau will provide geotechnical input into the foundation materials that support the new trenches.
 5. This scope includes one predesign meeting at the Port and one additional meeting during the design process.
 6. Additional services requested by the Port. Additional services such as bid assistance and construction assistance services, agency coordination

and meetings, or other services can be prepared under negotiated supplements as requested by the Port.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

Port shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1 through 5, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2013. We estimate the fee for this portion of the services to be \$27,000.
2. For services described in Section B, Item 6, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2013, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

F. REID MIDDLETON STAFF

Shannon Kinsella will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT

The terms and conditions of the attached Exhibit "B," Conditions of Agreement, are included as part of this agreement.



Mr. Al Cairns
Port of Port Townsend
May 8, 2014
File No. 242014.913.008
Page 5

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

If you have any questions or comments please call me.

Sincerely,

Reid Middleton, Inc.



Shannon Kinsella
Principal

ACCEPTED:

Port of Port Townsend

By _____

Title _____

Date _____

Attachments

clw\H:\DOC\24Wf\2014\913\008 Port Townsend Stormwater\PPT Stormwater Concept.doc\smk

PORT OF PORT TOWNSEND

MEETING OF: May 12, 2014

AGENDA ITEM: VI. First Reading (Discussion Only)
B. Port Management Agreement (PMA)

BACKGROUND:

The Port of Port Townsend holds three PMA with Department of Natural Resources (DNR). All three PMAs expire this fall. Along with three other port districts, DNR is looking to extend all PMAs by ten years. Due to changes at DNR back in 1996, the various PMAs held by different ports were given different term lengths. DNR is now trying to get all PMAs to have the same terms.

DNR (see attached email) would like confirmation from the Commission that I have the authority to sign the new PMA amendment.

Executive Director's Recommendation:

Move to authorize the Executive Director to sign the PMA as amended by DNR.

Subject: Port Townsend PMA Term amendment
Date: Tuesday, April 29, 2014 4:32:39 PM PT
From: OLMSTED, DONALD (DNR)
To: Crockett, Larry
CC: JONES, ANNA (DNR)

Larry,

As we discussed months ago, I am putting together a 10 year term extension for the PMAs expiring this year. Who should be the signor for the Port. It looks like Lloyd Calhoun signed the 1996 PMA. Please confirm with your commission that your name will be in the signature box of the amendment document.

Don

Don Olmsted

Ports Program Manager
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PORT OF PORT TOWNSEND

MEETING OF: May 12, 2014

AGENDA ITEM: VI. First Reading
C. Lease Option for Landfall Restaurant Site

BACKGROUND:

Staff has been working with Mr. Russell Harding, from the Cup Restaurant, on a concept for the development of the "old Landfall site" at Point Hudson for over a year. Mr. Harding has been waiting until he felt that his current restaurant, the Cup was fully developed before committing to another project.

At this time Mr. Harding would like to secure the site and start the process of substantial shoreline development, which is a very arduous process that can take up to a year to receive permits. Staff believes that his concepts are sound and that this new restaurant would be a great addition to Point Hudson.

Executive Director's Recommendation:

For discussion and direction.

PORT OF PORT TOWNSEND OPTION AGREEMENT WITH LAND LEASE

THIS OPTION AGREEMENT WITH LAND LEASE, hereinafter referred to as the "Lease", is made this 30th day of May 2014, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and THE CUP LIMITED, a Washington Corporation, hereinafter referred to as "Lessee,"

WITNESSETH:

That the parties hereto do mutually agree as follows:

1. **OPTION TO LEASE:** In consideration of Lessee's payment of a non-refundable option payment of \$500.00, receipt of which is hereby acknowledged, the Port hereby grants Lessee an option to lease the premises described in paragraph 2, below, on the terms contained herein. The option must be exercised within 12 months of formal Port approval as to the final design of the restaurant, by written notice from Lessee to the Port. If the option is not exercised by that deadline, or if the Port does not approve the plans to be provided by the Lessee pursuant to paragraph 12(b), below, then this Lease shall terminate and Lessee shall have no further rights hereunder. If the option is exercised, the \$500.00 deposit shall be credited against the additional deposit required in paragraph 6, below.

2. **LEASED PREMISES:** If the Option is exercised, the Port hereby leases to Lessee, and Lessee hereby hires and leases from the Port, the following described premises situated in Jefferson County, State of Washington:

A 4,800 square foot parcel of space (50' x 96') located at 412 Water Street (commonly known as the "Landfall Site"), situated at the northwest intersection of Jackson and Water Streets within the Port's Point Hudson facility, and intended for the construction of a restaurant (plan and design to be determined)

hereinafter referred to as "the premises."

3. **TERM:** If the Option described in paragraph 2 is exercised, this Lease shall immediately be in effect and the lease term shall be fifteen (15) years, beginning June 1, 2014 and ending at midnight, May 31st, 2029 unless sooner terminated as provided herein.

4. **RENT:** Lessee agrees to pay as rental for the leased premises the sum of Five Hundred Dollars and No Cents (\$500.00) plus all applicable taxes. The rent for

each month shall be paid to the Port in advance on or before the first day of each and every month of the lease term, and shall be payable at such place as the Port may hereinafter designate. The rental rate shall be adjusted every three (3) years to the to the prevailing fair market rental rate then prevailing for comparable commercial and/or industrial property in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the property by virtue of its location. In the event that the parties are unable to reach agreement on the fair market rate adjustment, the rate shall be determined by arbitration before a single arbitrator who shall be jointly selected by the parties or by the Jefferson County Superior Court. The rental rate beginning in year two (2) and annually throughout the term of the lease will be adjusted by an amount equal to the accumulative amount found on the Consumer Price Index (CPI) for Seattle and Tacoma, which is compiled by the Department of Labor, Bureau of Statistics. In no event shall any rent adjustment result in a reduction in rent from the rate paid in the prior year.

5. **LATE CHARGE:** In the event that any installment of rent remains unpaid more than twenty (20) days after it is due, then Lessee shall also be obliged to pay a "late charge" as per the Port of Port Townsend Rate Schedule then in effect.
6. **DEPOSIT:** Upon the execution of this Lease, Lessee shall deposit with the Port two month's rent in the amount of \$1,000.00 plus all applicable taxes. The deposit shall be held by the Port as security for Lessee's faithful performance of all of its obligations under this Lease. Any interest earned on amounts deposited shall be retained by the Port. The deposit shall be returned to Lessee upon termination of this Lease, less any charges owing to the Port or expenses incurred by the Port in repairing damage caused by Lessee or restoring the leased premises to the condition required upon termination of this Lease.
7. **USE OF PREMISES:** Lessee shall use the premises primarily for the construction and operation of an approximately 1,500 square foot restaurant (as conceptually depicted in Attachment "A", final plan/design to be determined), and shall not use them for any other purpose without the prior written consent of the Port.
8. **PARKING:** Parking vehicles on this Leased property will be limited to three (3) vehicles. All vehicles must be registered and in working order. This includes all personal cars, vans, and trucks.
9. **UTILITIES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all utility services furnished to the premises, including, but not limited to, light, heat, electricity, gas, water, sewerage, garbage disposal.

10. **ACCEPTANCE OF PREMISES:** Lessee has examined the leased premises and accepts them in their present condition.
11. **MAINTENANCE AND REPAIR:** At the expiration or sooner termination of this Lease, Lessee shall return the premises to the Port in the same condition in which received (or, if altered by Lessee with the Port's consent, then the premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or unavoidable casualty excepted. Lessee shall, at its' own expense, and at all times:
- a. Keep the premises, and the adjoining roadways and sidewalks, neat, clean and in a safe and sanitary condition;
 - b. Maintain and keep the leased premises in a good state of repair; and
 - c. Not commit waste of any kind.
12. **PERMITTED IMPROVEMENTS AND ALTERATIONS:**
- a. Lessee may make and install, at Lessee's own expense, such improvements as are normal and customary in connection with the activity described in paragraph 7.
 - b. No such improvement, including landscaping, shall be erected, placed, or effected on the premises, and no alterations shall be made in the improvements and facilities constructed on the premises, including the installation of fixtures (other than trade fixtures which can be removed without injury to the premises), without first obtaining the written approval of the Port. Lessee agrees to submit the plans and improvement request to the Port and the Port agrees to provide a written response to such request within 30-days.
 - c. The Port shall, if necessary, at Lessee's notice or request, join with Lessee in applications and proceedings to obtain necessary permits or zoning approvals, but without cost or expense to the Port.
13. **DISPOSITION OF IMPROVEMENTS AT END OF LEASE:** Lessee shall have the right to remove all equipment, personal property and trade fixtures which may have been placed upon the premises by Lessee during the period of this Lease, PROVIDED, that the same are removed within 30-days following the termination of the Lease and that the Lease is in good standing. Title to any trade fixtures not removed from the premises within the foregoing period of time shall, at the Port's option, pass to the Port without additional consideration. All buildings installed/erected upon the premises shall become the property of the Port upon termination of this Lease.
14. **INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the leased premises at any and all reasonable times throughout the term of this Lease, PROVIDED, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises, and

shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the premises for thirty (30) days prior to the expiration or sooner termination of this Agreement.

- 15. INDEMNIFICATION AND HOLD HARMLESS:** The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained, or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the premises) or occurrence whatsoever related in any way to the premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and of the areas adjacent thereto. Lessee agrees to defend and to hold and save the Port harmless from all liability or expense of litigation in connection with any such items of actual or alleged injury or damage.
- 16. INSURANCE:** Lessee agrees to maintain during the lease term liability insurance as set forth below, at Lessee's sole expense. All such insurance shall name the Port of Port Townsend as an additional insured, and shall be with insurance companies acceptable to the Port.
- a. Comprehensive General Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000.00 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability.
 - b. Comprehensive Business Automobile Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000.00 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, property damage liability, hired car liability, and non-owned auto liability.
 - c. Workers Compensation Insurance as will protect tenant's employees from claims under Washington Workers Compensation Act as well as all Federal Acts applicable to the tenant's operations at the site such as but not limited to U.S. Longshoremen and Harborworkers Act, Jones Act, and Federal Employers Liability section of the Washington Workers Compensation Policy and all Federal Acts Insurance shall not be less than \$1,000,000.00 for each occurrence.

The Lessee agrees to supply the Port with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the Port. The conditions set forth in subparagraphs a, b and c of this paragraph 16 shall be met prior to occupancy.

17. **WAIVER OF SUBROGATION:** The Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto, PROVIDED, that this paragraph 17 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Port or Lessee.
18. **INCREASE IN COST OF INSURANCE:** No activity shall be conducted or permitted on the premises which shall violate any applicable law, ordinance or regulation of any governmental authority, or which might endanger life or property or increase insurance premiums on the premises. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the leased premises are a part, and to the extent allocable to the term of this Lease, may be added to the amount of rental hereinabove specified and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.
19. **TAXES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Lessee on the leased premises and any taxes on the leased premises or leasehold interest created by this Lease Agreement.
20. **COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:** Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the premises. Lessee also agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations. Lessee further agrees that all buildings, structures or other improvements, approved by the Port, will be properly permitted by the City of Port Townsend. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.
21. **ASSIGNMENT OR SUBLEASE:** Lessee shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, otherwise, without the written consent of the Port first had and obtained. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this Lease more than one-half (1/2) of the outstanding shares of any class of stock of Lessee corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Lease or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this Lease within the meaning of this paragraph. If the Port shall give its consent to any assignment or

sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent. The Port's consent will not unreasonably be withheld.

- 22. DEFAULTS:** Time is of the essence of this Lease Agreement, and in the event of the failure of Lessee to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, the Port may elect to terminate this Lease and reenter and take possession of the premises with or without process of law, PROVIDED, however, that Lessee shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such reentry there remains any personal property of Lessee or of any other person upon the leased premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstanding any such reentry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee shall make good to the Port any deficiency arising from a re-letting of the leased premises at a lesser rental than that hereinbefore agreed upon. Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Port. Any failure by the owners, officers, or principals of Lessee to pay rentals, storage fees, moorage or any other charges owed to the Port under separate contract shall constitute default under provisions of this Lease Agreement.
- 23. TERMINATION BY PORT:** In the event that the Port, at its sole discretion, shall require the use of the premises for any purpose for public or private use in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to the Lessee sixty (60) or more days before the termination date specified in the notice.
- a. In the event of early termination of this Lease Agreement by the Port, the parties shall use their best efforts to agree upon a reasonable compensation amount to Lessee by direct negotiations, factoring the following potential costs:
- i. Lessee's reasonable moving expenses;
 - ii. Lessee's reasonable claims for lost business;
 - iii. Reasonable value of Lessee's improvements to the premises; and
 - iv. Damage to Lessee's personal property, if any.

- b. If a compensation amount for early lease termination is not agreed upon through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.
- c. Thereafter, any unresolved dispute arising out of or relating to the early termination of this Lease Agreement shall be decided by a court of competent jurisdiction.

- 24. TERMINATION FOR GOVERNMENT USE:** In the event that the United States Government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the premises or any part thereof, the Port may, at its option, terminate this Lease as of the date of such taking, and, if Lessee is not in default under any of the provisions of this Lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
- 25. TERMINATION BECAUSE OF COURT DECREE:** In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
- 26. SIGNS:** No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted or within the leased premises, including the windows and doors thereof, without the approval of the Executive Director of the Port first had and obtained. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.
- 27. INSOLVENCY:** If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the premises or on any personal property kept or maintained on the premises by Lessee, the Port may at its option, terminate this Lease.

28. **WAIVER:** The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee. After any default shall have been cured by Lessee, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of paragraph 25 hereof.
29. **PROMOTION OF PORT COMMERCE:** Lessee agrees that throughout the term of this Lease it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Lessee further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Lessee.
30. **SURRENDER OF PREMISES - ATTORNEYS' FEES:** At the expiration or sooner termination of this Lease, Lessee shall promptly vacate the premises or re-negotiate a lease for the premises with the Port. In the event that the Port shall be required to bring any action to enforce any of the provisions of this Lease, or shall be required to defend any action brought by Lessee with respect to this Lease, and if the Port shall be successful in such action, Lessee shall, in addition to all other payments required herein, pay all of the Port's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.
31. **HOLDING OVER:** If Lessee shall, with the consent of the Port, hold over after the expiration or sooner termination of the term of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the Port the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of this Lease Agreement in so far as they may be pertinent.
32. **ADVANCES BY PORT FOR LESSEE:** If Lessee shall fail to do anything required to be done by it under the terms of this Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost.
33. **LIENS AND ENCUMBRANCES:** Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the leased premises if not paid.

34. **NOTICES:** All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To Lessor:
THE PORT OF PORT TOWNSEND
P.O. Box 1180
Port Townsend, Washington 98368

To Lessee:
THE CUP LIMITED
c/o Russell Harding
4419 Haines Street
Port Townsend, WA 98368
Phone: (360) 379-6485

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

35. **JOINT AND SEVERAL LIABILITY:** Each and every party who signs this Lease, other than in a representative capacity, as Lessee, shall be jointly and severally liable hereunder.
36. **"LESSEE" INCLUDES LESSEE, ETC.:** It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Lessee or Lessees under this Lease Agreement.
37. **CAPTIONS:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
38. **SEVERABILITY:** If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
39. **NON-DISCRIMINATION SERVICES:** The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, sexual orientation, or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein

provided, including any and all services, privileges, accommodations, and activities provided thereby.

It is agreed that the Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

- 40. NON-DISCRIMINATION EMPLOYMENT:** The Lessee covenants and agrees that in all matters pertaining to the performance of this Lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:
- a. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and
 - b. Lessee will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color, sex, sexual orientation, or national origin.
- 41. EASEMENTS:** The Parties recognize that the Port facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port or its agents shall have the right to enter the demised premises of the Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water, and drainage lines, and the electrical service, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements that the Port believes is necessary within the lease premises of the Lessee, without any additional cost to the Port for the purposes expressed hereinabove; PROVIDED however, that the Port by virtue of such use does not permanently deprive the Lessee from its beneficial use or occupancy of its leased area.

In the event that the Port does permanently deprive the Lessee from such beneficial use or occupancy, then an equitable adjustment in rent or in the cost required to modify its premises to allow the Lessee to operate its business, will be negotiated and paid by the Port to the Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse the Lessee for the cost required to modify its premises for the temporary period that the Lessee is inconvenienced by such Port entry. The Port will not be responsible to the Lessee for any reduced efficiency, or loss of business occasioned by such entry.

Option Agreement with Lease dated this 30th day of May 2014 is hereby approved by the Port of Port Townsend, on this _____ day of May 2014 and effective upon the receipt of a deposit and liability insurance documentation from the Lessee.

LESSEE

Russell O. Harding, dba
THE CUP LIMITED

ATTEST:

PORT OF PORT TOWNSEND

APPROVED AS TO FORM

Larry Crockett, Executive Director

Port Attorney

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that _____
signed this instrument and that he is authorized to execute the instrument and
acknowledged it to be his free and voluntary act for the uses and purposes mentioned in
the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

**STATE OF WASHINGTON
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that Larry Crockett signed this instrument and that he is authorized to execute the instrument as Executive Director of the Port of Port Townsend and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My Appointment Expires: _____

PORT OF PORT TOWNSEND

MEETING OF: May 12, 2014

AGENDA ITEM: VI. First Reading (Discussion Only)
D. March 2014 Financials

BACKGROUND:

To be presented.

Executive Director's Recommendation:

For discussion only.

MEMORANDUM

Date: May 8, 2014
To: Commissioners, Directors, and Managers
From: Amy Khile
Subject: March 2014 Financial Statements

Attached is our Statement of Revenue & Expense, both consolidated and by cost centers, and YTD comparison charts for March 2014.

A review of our YTD results through March reveals the following:

Total gross operating revenues were \$1,121,716, \$1,043,339, \$996,481 and \$907,340 in 2014, 2013, 2012 and 2011 respectively. 2014 revenues are \$78,377 over 2013 operating revenues and \$26,344 over projected revenues.

The Work Yard, Ship Yard, Environmental and Point Hudson Properties are showing the largest increases over the prior year.

The Work Yard Revenues were \$199,671, \$192,354, \$163,776 and \$179,323 in 2014, 2013, 2012 and 2011 respectively. The Ship Yard Revenues were \$191,240, \$141,028, \$187,108, and \$139,202 in 2014, 2013, 2012 and 2011 respectively.

Total operating expenses less depreciation were \$945,235, \$868,172, \$812,050 and \$787,475 in 2014, 2013, 2012 and 2011 respectively. 2014 expenses are \$77,063 more than 2013 and \$25,400 less than budgeted.

We have a net loss from operations of \$(176,005). However, the overall net loss is \$(39,607) which is \$93,858 better than budgeted and \$19,687 better than last year.

Assets

CURRENT ASSETS

101-0100-00	CASH - UNION BANK	\$	40,778.07
101-0125-00	CASH - US BANK - QUILCENE REVENUE	\$	1,471.85
101-0300-00	CASH - GENERAL FUND	\$	340,071.22
101-0570-00	CASH - LTGO BOND FUND 2005	\$	-0.01
101-1900-00	CASH - AUDITORS REVOLVING FUND	\$	32,350.00
101-2000-00	CASH - US BANK - I.D.C. CHECKING	\$	1,359.93
101-4350-00	INVESTMENTS - OPER RESERVE FD - STATE POOL	\$	1,343,892.59
101-4600-00	INVESTMENT - US BANK - I.D.C. - C.D.	\$	3,645.72
111-1000-00	PROPERTY TAXES RECEIVABLE	\$	823,881.68
112-1000-00	ACCOUNTS RECEIVABLE - TENANTS	\$	135,631.85
112-1001-00	ACCOUNTS RECEIVABLE - NSF CHK	\$	1,584.38
113-4350-00	INTEREST REC - OPER RES FUND - STATE POOL	\$	144.01
113-4530-00	INTEREST REC-REV BOND RES C.D. - KITSAP BANK	\$	1,498.41
124-1000-00	DUE FROM OTHER GOVERNMENTS	\$	13,803.10
131-1000-00	INVENTORY - GAS - QUILCENE	\$	1,217.14
131-1100-00	INVENTORY - DIESEL - QUILCENE	\$	4,312.41
133-1000-00	PREPAID INSURANCE	\$	77,226.04

Total CURRENT ASSETS: \$ 2,822,868.39

RESTRICTED ASSETS

141-2100-00	INVESTMENT - HAZAR WASTE RES	\$	25,000.00
141-2300-00	INVESTMENT - CONTINGENCY RES	\$	75,000.00
141-2700-00	INVESTMENT - PTBH RENOV RES	\$	537,849.53
142-4500-00	INVESTMENT- REV BOND RES - CD	\$	468,170.03

Total RESTRICTED ASSETS: \$ 1,106,019.56

CAPITAL ASSETS

151-0000-00	LAND	\$	2,559,243.69
152-0000-00	BUILDINGS	\$	7,801,268.78
154-0000-00	EQUIPMENT & VEHICLES	\$	3,457,614.09
159-0000-00	FURNITURE & OFFICE EQUIPMENT	\$	200,459.82
164-0000-00	IMPROVEMENTS	\$	34,131,215.52
168-0003-00	W.I.P. - PTBH BOAT RAMP EXPANSION	\$	39,647.83
168-0033-00	W.I.P. - PH Breakwater	\$	1,147.50
168-0049-53	W.I.P.-JCIA RUNWAY REHAB-CONTRACT SVCS	\$	325,599.89
168-0072-00	W.I.P.-QUILCENE MARINA REPAIR	\$	1,487.50
168-0093-53	W.I.P.-JCIA MASTERPLAN UPDATE-CONTRACT SVCS	\$	162,158.46
170-0000-00	ACCUMULATED DEPRECIATION	\$	-20,241,310.32

Total CAPITAL ASSETS: \$ 28,438,532.76

Total Assets: \$ 32,367,420.71

Liabilities

CURRENT LIABILITIES

211-0000-00	WARRANTS PAYABLE	\$	15,407.23
212-0000-00	ACCOUNTS PAYABLE	\$	127,376.17
213-5400-00	PERS PLAN II PAYABLE	\$	0.01
213-5450-00	PERS PLAN III PAYABLE	\$	-0.01
213-6200-00	EMPLOYEE DEDUCTION - INSURANCE	\$	-4,672.19
213-6500-00	P/R TAX PAYABLE - L & I	\$	15,384.08
213-7000-00	EXCISE TAXES PAYABLE	\$	1,226.57
213-7100-00	SALES TAXES PAYABLE	\$	3,342.23
213-7200-00	LEASEHOLD TAXES PAYABLE	\$	95,666.89
213-7300-00	HOTEL / MOTEL TAXES PAYABLE	\$	163.78
213-7400-00	UNCLAIMED PROPERTY/CANCELLED WARRANTS PAYABLE	\$	1,237.32
214-1050-00	ACCRUED INT PAY - 2005 L.T.G.O. BOND	\$	45,311.92
214-1075-00	ACCRUED INT PAY - 2006 LTGO REFUND BOND	\$	8,410.19
214-1100-00	ACCRUED INT PAY - 2010 L.T.G.O. BOND	\$	64,770.19
214-2050-00	ACCRUED INT PAY - 2005 REV REF BOND	\$	27,187.50

CURRENT LIABILITIES		(Continued)		
214-2075-00	ACCRUED INT PAY-2013 REV BOND		\$	7,397.81
214-2125-00	ACCRUED INT PAY - LOCAL PROG		\$	294.47
214-2150-00	ACCRUED INT PAY - CERB LOAN		\$	8,250.01
216-4370-00	RETAINAGE PAYABLE - Orion Marine Contractors		\$	15,647.66
216-4390-00	RETAINAGE PAYABLE - Metro NW		\$	10,317.84
217-1000-00	DEFERRED REVENUE - PROP TAX		\$	673,561.22
217-2000-00	DEFERRED REVENUE - OPERATIONS		\$	1,684.74
235-1000-00	CURRENT PORTION - L/T DEBT		\$	962,763.00
239-1000-00	CUSTOMER DEPOSITS - LEASES		\$	84,179.00
239-1100-00	CUSTOMER DEPOSITS - MISCELL		\$	39,655.76
	Total CURRENT LIABILITIES:			<u>\$ 2,204,563.39</u>
LONG-TERM LIABILITIES				
251-1050-00	2005 LTGO BONDS		\$	4,450,000.00
251-1075-00	2006 LTGO REFUNDING BONDS		\$	867,000.00
251-1100-00	2010 LTGO BONDS		\$	4,975,000.00
251-1200-00	1997 CERB LOAN		\$	200,000.00
251-1310-00	2005 CAPITAL ASSET LEND PROG		\$	21,762.93
251-3000-00	UNAMORT DISC - 1997 L.T.G.O. BOND		\$	-7,308.58
251-3050-00	UNAMORT ISSUE COST - 2005 L.T.G.O. BOND		\$	-74,661.59
251-3100-00	UNAMORT ISSUE COSTS - 2006 LTGO REFUND BONDS		\$	-15,610.81
251-3150-00	UNAMORT ISSUE COST - 2010 L.T.G.O. BOND		\$	-69,267.72
251-3175-00	UNAMORTIZED PREMIUM - 2010 L.T.G.O. BOND		\$	140,277.72
252-1050-00	REVENUE REFUND BONDS - 2005		\$	1,305,000.00
252-1075-00	2013 REVENUE BONDS-MAIN		\$	807,000.00
252-2000-00	UNAMORT PREM-2005 REV REF BOND		\$	15,111.85
252-4025-00	UNAMORT ISSUE COST-2005 REV BD		\$	-17,878.07
252-4050-00	DEFERRED AMT ON REFUND - 2005		\$	-53,418.94
258-1000-00	CURRENT PORTION - L/T DEBT		\$	-962,763.00
259-1000-00	EMPLOYEE LEAVE BENEFITS		\$	205,720.55
	Total LONG-TERM LIABILITIES:			<u>\$ 11,785,964.34</u>
	Total Liabilities:			<u>\$ 13,990,527.73</u>
Fund Equity				
281-1000-00	INVESTED IN CAPITAL ASSETS		\$	16,167,908.84
282-1000-00	RESTRICTED NET ASSETS		\$	465,839.42
283-1000-00	UNRESTRICTED NET ASSETS		\$	1,782,751.81
283-1000-00	Retained Earnings-Current Year		\$	<u>-39,607.09</u>
	Total Fund Equity:			<u>\$ 18,376,892.98</u>
	Total Liabilities & Fund Equity:			<u><u>\$ 32,367,420.71</u></u>

Port of Port Townsend
Port Management Report
For the Period Ending March 31, 2014

Department:	Revenue	Direct Expenses	Gross Profit	Allocated A & G Expense	Depreciation	Net Income
Moorage						
Actual	302,913	136,153	166,760	72,666	62,299	31,795
Budget	318,550	155,671	162,879	70,656	84,001	8,222
Variance						
Work Yard						
Actual	199,671	127,050	72,622	47,899	31,292	(6,570)
Budget	165,175	143,869	21,306	43,923	36,659	(59,276)
Variance						
Ship Yard						
Actual	191,240	80,078	111,162	45,876	43,169	22,116
Budget	123,150	70,935	52,215	24,964	38,412	(11,161)
Variance						
Environmental						
Actual	38,368	38,837	(469)	9,204	7,789	(17,462)
Budget	38,125	55,593	(17,468)	7,728	8,765	(33,962)
Variance						
PTBH Properties						
Actual	124,110	23,887	100,223	29,773	31,590	38,860
Budget	137,225	41,100	96,125	28,101	36,221	31,803
Variance						
Quilcene						
Actual	25,596	16,895	8,700	6,140	16,579	(14,019)
Budget	33,485	26,743	6,742	7,541	18,658	(19,457)
Variance						
Boat Ramps						
Actual	7,488	8,050	(562)	1,796	7,777	(10,135)
Budget	9,400	7,677	1,723	1,865	3,893	(4,035)
Variance						
Pt Hudson Properties						
Actual	93,420	61,413	32,006	22,410	26,707	(17,111)
Budget	100,100	35,012	65,088	20,322	28,840	15,925
Variance						
Pt Hudson Marina & RV						
Actual	106,690	106,667	22	25,594	45,375	(70,947)
Budget	97,525	118,836	(21,311)	34,451	51,065	(106,827)
Variance						
JCIA						
Actual	32,221	18,585	13,636	7,729	60,137	(54,230)
Budget	33,388	30,309	3,078	6,839	67,638	(71,399)
Variance						

Total Profit Centers						
Actual	1,121,716	617,616	504,101	269,088	332,715	(97,702)
Budget	1,056,122	685,746	370,377	246,391	374,153	(250,167)
Variance						
Maintenance						
Actual		42,021	(42,021)	0	3,498	(45,519)
Budget		38,499	(38,499)	0	2,926	(41,424)
Variance						
Administrative & General						
Commission						
Actual		73,920	(73,920)	(74,524)	604	(0)
Budget		74,710	(74,710)	(74,710)	0	0
Variance						
Executive						
Actual		105,475	(105,475)	(120,005)	14,530	0
Budget		102,029	(102,029)	(102,029)	0	0
Variance						
Accounting						
Actual		106,203	(106,203)	(74,559)	1,141	(32,785)
Budget		69,652	(69,652)	(69,652)	0	0
Variance						
Total Administrative & General						
Actual		285,598	(285,598)	(269,088)	16,275	(32,785)
Budget		246,391	(246,391)	(246,391)	0	0
Variance						
Total Operating						
Actual	1,121,716	945,235	176,482	0	352,487	(176,005)
Budget	1,056,122	970,635	85,487	0	377,079	(291,591)
Variance						
Non-Operating						
Actual	272,682	136,284	136,398			136,398
Budget	252,667	133,791	118,876			118,876
Variance						
Grand Total						
Actual	1,394,398	1,081,518	312,880		352,487	(39,607)
Budget	1,308,789	1,104,426	204,363		377,079	(172,716)
Variance						

Port of Port Townsend
Consolidated Statement of Revenue & Expense
For the Period Ended March 31, 2014

Revenues	Actual	Budget	Prior Year	Variance	% Variance
PTBH - Permanent Moorage	221,654.86	237,500.01	222,070.28		
PTBH - Ship Moorage	3,214.20	7,500.00	8,567.76		
PTBH - Liveaboard Fee	4,045.00	5,000.01	4,355.00		
Work Float/Lift Pier Usage	831.00	750.00	555.00		
PTBH - Monthly Guest	27,606.56	23,750.01	23,328.42		
PTBH - Nightly Guest	13,485.50	14,000.00	15,423.50		
PTBH - Electric	23,364.45	22,500.00	26,992.05		
PTBH - Miscellaneous Revenue	2,769.12	2,499.99	1,385.00		
PTBH - Reservation Fee	0.00	0.00	63.00		
PTBH - Showers	4,675.85	4,000.00	4,222.50		
PTBH - Laundry	1,266.75	1,050.00	1,124.25		
Total Moorage Revenue	302,913.29	318,550.02	308,086.76	(15,636.73)	-5.2%
Work Yard - Liveaboard Fee	490.00	300.00	195.00		
Work Yard - Miscellaneous Revenue	4,177.81	2,499.99	9,671.41		
Work Yard - Hoist Revenue	46,652.00	36,500.00	38,983.47		
Work Yard - Washdown Revenue	6,955.65	7,000.00	5,895.50		
Work Yard - Yard Revenue	118,047.95	95,000.00	115,928.91		
Work Yard - L/T Storage	15,907.95	16,250.01	16,118.55		
Work Yard - Electric	172.22	125.01	342.23		
Work Yard - Blocking Rent	3,137.76	2,499.99	2,035.10		
Work Yard - Tarp Pool Fee	4,130.00	5,000.01	3,184.27		
Total Work Yard Revenue	199,671.34	165,175.01	192,354.44	34,496.33	17.3%
Ship Yard - Electric	12,864.41	4,250.01	7,421.38		
Ship Yard - Liveaboard Fee	0.00	0.00	(130.00)		
Ship Yard - Miscellaneous Revenue	1,100.00	450.00	0.00		
Ship Yard - Hoist Revenue	22,586.70	24,999.99	26,761.20		
Ship Yard - Washdown Revenue	5,577.50	4,749.99	4,971.50		
Ship Yard - Bilge Water Revenue	658.00	450.00	1,080.00		
Ship Yard - Yard Revenue	118,203.85	71,250.00	84,847.74		
Ship Yard - Blocking Rent	33.60	249.99	0.00		
Ship Yard - Tarp Pool Fee	2,590.00	3,000.00	2,955.00		
Marine Trades 3% Revenue	27,626.04	13,749.99	13,120.95		
Total Ship Yard Revenue	191,240.10	123,149.97	141,027.77	68,090.13	35.6%
Environmental - Clean Up Revenue	2,520.88	0.00	0.00		
Environmental - Point Hudson	1,660.00	1,749.99	1,569.00		
Environmental - Moorage	9,382.50	10,749.99	9,820.00		
Environmental - Quilcene	240.00	624.99	330.00		
Environmental - Work Yard	17,268.00	12,500.01	7,728.00		
Environmental - Ship Yard	5,112.00	8,750.01	4,887.00		
Environmental - Stormwater Fee	2,184.54	3,750.00	0.00		
Total Environmental Revenue	38,367.92	38,124.99	24,334.00	242.93	0.6%
PTBH Prop - Lease Revenue	116,063.67	127,500.00	116,717.92		
PTBH Prop - Storage Unit Revenue	1,571.76	2,499.99	1,965.21		
PTBH Prop - Fuel Dock Lease	2,948.65	3,600.00	3,126.31		
PTBH Prop - Electric	3,525.65	3,624.99	3,195.96		
PTBH Prop - Miscellaneous	0.00	0.00	0.00		
Total PTBH Property Revenue	124,109.73	137,224.98	125,005.40	(13,115.25)	-10.6%

Port of Port Townsend
Consolidated Statement of Revenue & Expense
For the Period Ended March 31, 2014

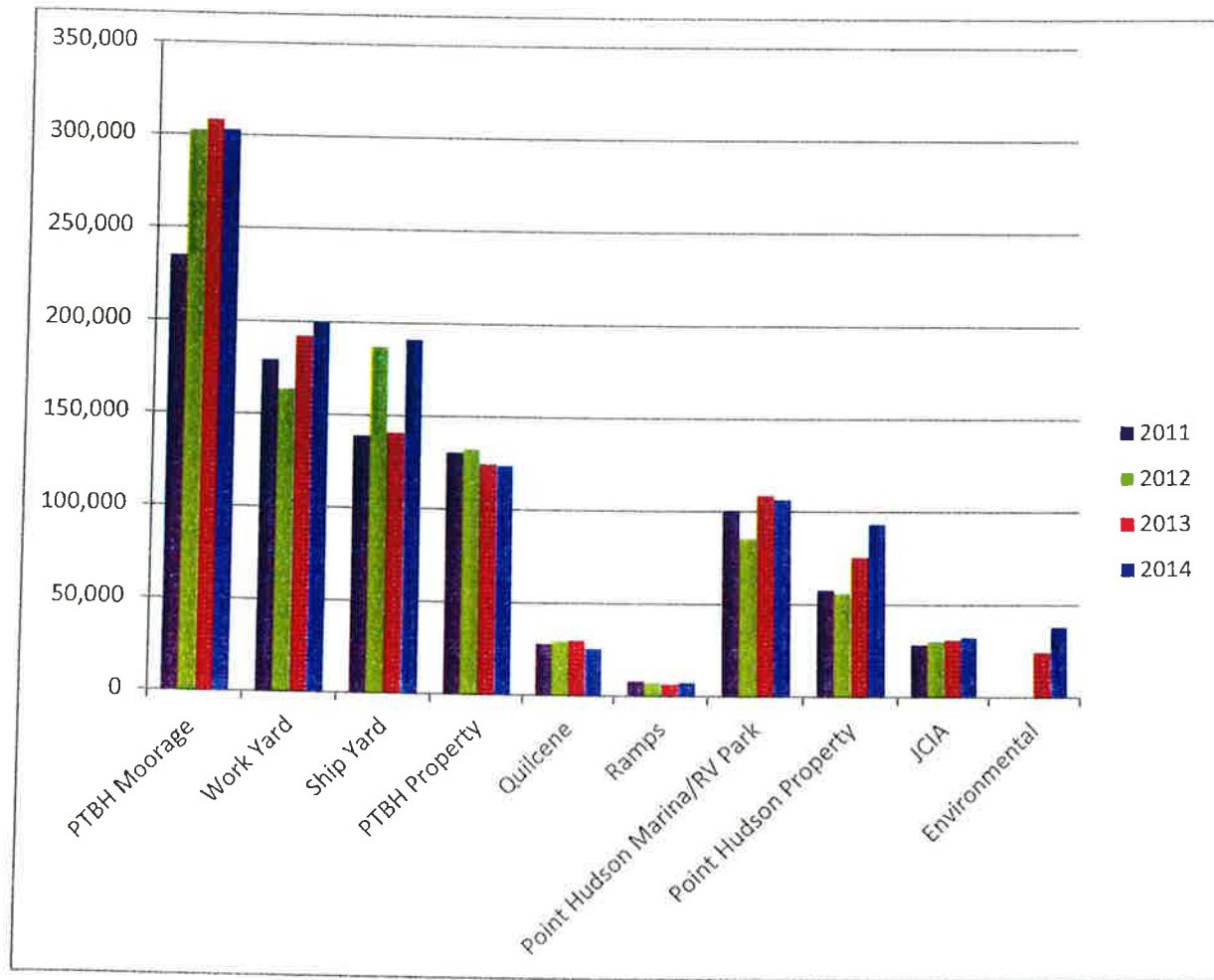
	Actual	Budget	Prior Year	Variance	% Variance
Quilcene - Permanent Moorage	4,895.44	9,999.99	6,691.82		
Quilcene - Nightly Moorage	124.00	0.00	140.00		
Quilcene - Electric	713.69	750.00	993.86		
Quilcene - Showers	480.00	460.00	500.00		
Quilcene - Fuel Sales	2,438.77	4,099.99	4,782.33		
Quilcene - Lease Revenue	14,057.91	14,499.99	13,810.02		
Quilcene - Rental Property Revenue	1,500.00	1,500.00	1,500.00		
Quilcene - Water	1,385.89	2,124.99	1,576.50		
Quilcene - Miscellaneous Revenue	0.00	50.01	0.00		
Total Quilcene Revenue	25,595.70	33,484.97	29,994.53	(7,889.27)	-30.8%
Ramps - Ramp/Parking Fee	6,863.00	8,500.00	6,350.00		
Dinghy Float Revenue	625.00	900.00	250.00		
Total Ramp Revenue	7,488.00	9,400.00	6,600.00	(1,912.00)	-25.5%
Pt Hudson - Building Lease Revenue	92,669.72	99,999.99	75,896.67		
PT Hudson - Event Facility Revenue	750.00	100.00	0.00		
Total Pt Hudson Property Revenue	93,419.72	100,099.99	75,896.67	(6,680.27)	-7.2%
Pt Hudson - Permanent Moorage	24,831.10	26,250.00	27,522.71		
Pt Hudson - Liveaboard Fee	1,840.00	1,650.00	1,820.00		
Pt Hudson - Monthly Guest	25,456.69	13,800.00	17,434.33		
Pt Hudson - Nightly Guest	8,578.00	9,500.00	9,967.50		
Wharf Usage	0.00	1,250.01	0.00		
Pt Hudson - Monthly R.V.	5,800.00	10,800.00	9,200.00		
Pt Hudson - Nightly R.V.	20,028.85	17,000.00	22,736.91		
Pt Hudson - Kayak Racks	1,185.00	999.99	720.00		
Pt Hudson - Reservation Fee	8,568.00	7,700.00	7,903.00		
Pt Hudson - Showers	1,165.50	1,250.00	976.44		
Pt Hudson - Laundry	1,251.25	1,200.00	1,021.00		
Pt Hudson - Passenger Fee	3,770.00	0.00	3,615.00		
Pt Hudson - Electric	3,890.34	5,499.99	5,754.68		
Pt Hudson - Miscellaneous Revenue	125.00	624.99	272.64		
Pt Hudson - Event Facility Revenue	200.00	0.00	0.00		
Total Pt Hudson Marina & R.V Revenue	106,689.73	97,524.98	108,944.21	9,164.75	8.6%
JCIA - Miscellaneous Revenue	0.00	24.99	0.00		
JCIA - Lease Revenue	25,572.39	26,250.00	24,812.79		
JCIA - Hangar Revenue	5,890.50	5,750.01	5,221.13		
JCIA - Vehicle Parking Revenue	180.00	187.50	180.00		
JCIA - Aircraft Parking	80.25	500.01	232.00		
JCIA - Landing Fee	0.00	24.99	32.40		
JCIA - Fuel Lease Revenue	497.46	650.00	616.55		
Total JCIA Revenue	32,220.60	33,387.50	31,094.87	(1,166.90)	-3.6%
Total Operating Revenue	1,121,716.13	1,056,122.41	1,043,338.65	65,593.72	5.8%

Port of Port Townsend
Consolidated Statement of Revenue & Expense
For the Period Ended March 31, 2014

	Actual	Budget	Prior Year	Variance	% Variance
Operating Expenses					
Salaries & Wages	387,716.15	396,511.29	352,544.22		
Payroll Taxes	40,970.50	48,199.44	38,269.81		
Employee Benefits	161,249.67	123,320.88	139,238.86		
Uniform Expense	1,360.54	2,000.01	1,756.97		
Contract Services	45,848.64	34,250.01	47,096.49		
Legal & Auditing	14,612.59	30,000.00	14,642.96		
Operating Supplies	22,485.07	35,137.56	30,171.10		
Cost of Fuel Sold - Quilcene	2,216.48	6,000.00	4,393.12		
Moorage Credit System - PTBH	4,894.52	8,750.01	5,212.63		
Travel	2,023.00	4,249.98	2,050.40		
Training	288.53	1,999.98	0.00		
Insurance	45,126.90	43,041.84	41,279.49		
Claims & Damages	0.00	1,250.04	0.00		
Advertising	6,971.88	9,999.99	10,749.65		
Promotion	1,648.40	1,249.95	225.00		
Membership & Dues	11,638.00	5,392.47	9,864.51		
Community Relations	18.99	1,999.98	0.00		
Bank Charges	13,084.28	9,749.97	9,577.27		
Utilities	128,394.06	122,075.04	122,330.87		
Excise Tax	3,374.25	4,456.23	3,578.44		
Bad Debt	5,578.74	5,000.07	(1,157.56)		
Miscellaneous Expense	30.15	999.90	462.02		
Repair & Maintenance	45,703.28	68,749.98	35,885.48		
Economic Development	0.00	6,249.99	0.00		
Operating Expenses w/o Depreciation	945,234.62	970,634.61	868,171.73	(25,399.99)	-2.7%
Income from Operations w/o Depreciation	176,481.51	85,487.80	175,166.92		
Depreciation Expense	352,486.95	377,078.64	337,627.11	(24,591.69)	-7.0%
Income (Loss)from Operations with Depreciation	(176,005.44)	(291,590.84)	(162,460.19)		
Non-Operating Revenue					
Grant - FAA	0.00	6,249.99	0.00		
Capital Contributions - Non-Operating	0.00	0.00	0.00		
Investment Interest	2,736.36	3,750.00	3,234.24		
Operating Tax Levy	224,754.66	226,500.00	221,198.40		
State Forest Revenues	20,118.81	5,000.01	692.27		
State Timber Excise Tax	18,721.52	5,000.00	11,621.31		
Leasehold Excise Tax	734.78	1,166.67	1,619.96		
Finance Charges	5,615.93	5,000.01	5,389.47		
Other Non-Operating Revenues	0.00	0.00	0.00		
Total Non-Operating Revenue	272,682.06	252,666.68	243,755.65	20,015.38	7.3%
Non-Operating Expenses					
Interest Expense - Local Fund	221.01	166.26	433.08		
Interest Expense - CERB Loan	2,750.01	2,406.24	3,437.49		
Interest Expense - 2005 Rev Ref Bond	21,749.76	20,906.25	26,193.51		
Interest Expense - 2005 LTGO Bond	46,889.97	46,389.99	47,889.72		
Interest Expense - 2006 LTGO Refund Bond	10,173.03	9,198.00	12,054.75		
Interest Expense - 2010 LTGO Bond	49,735.98	49,735.74	50,272.23		
Interest Expense - 2013 Revenue Bond	4,438.50	4,438.50	0.00		
Bond Management Fees	300.00	300.00	250.00		
Investment Fees	25.45	249.99	59.10		
Total Non-Operating Expenses	136,283.71	133,790.97	140,589.88	2,492.74	1.8%
Net Non-Operating Income(Expense)	136,398.35	118,875.71	103,165.77	17,522.64	12.8%
Net Income(Loss)	(39,607.09)	(172,715.13)	(59,294.42)	133,108.04	-336.1%

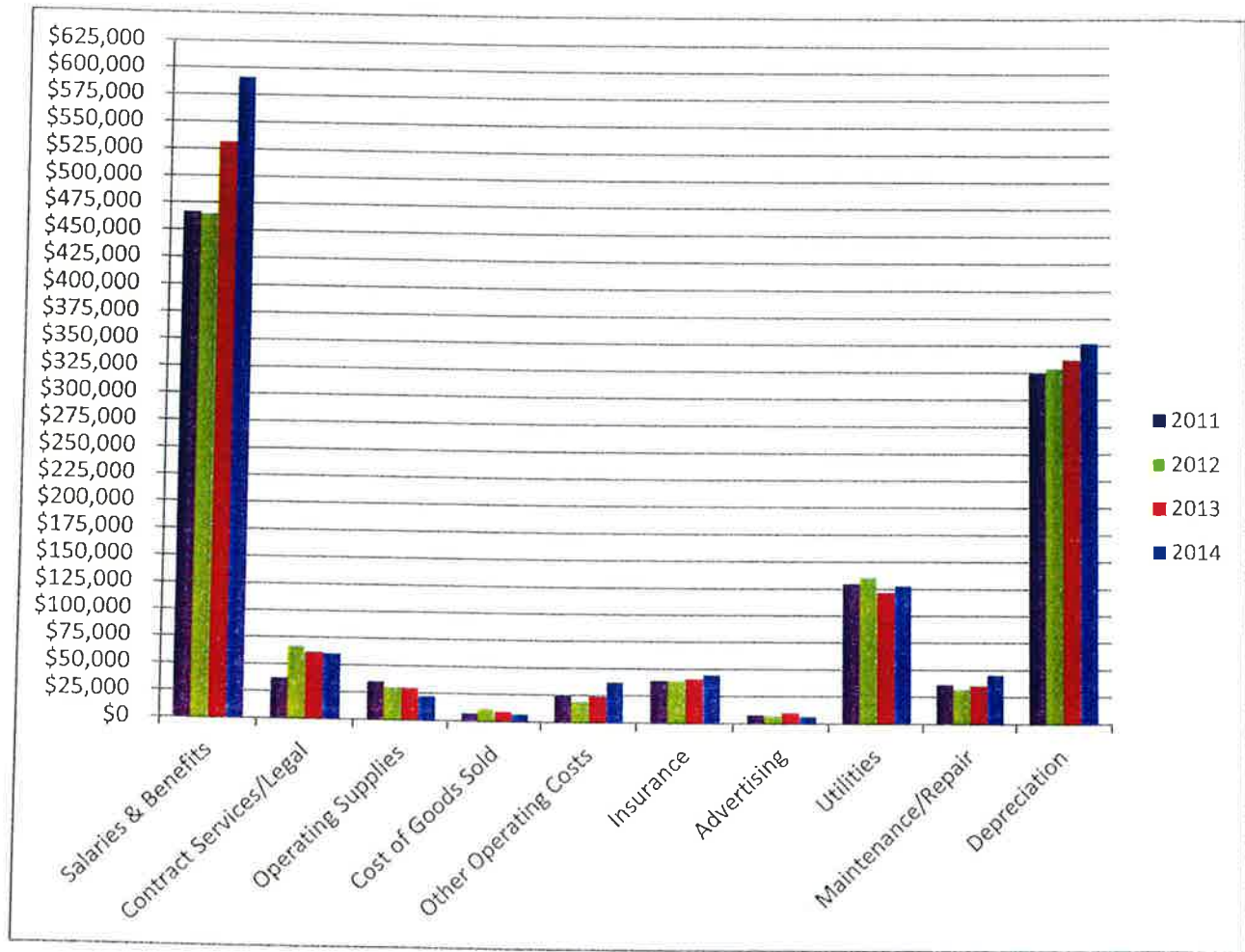
March 2014 Operating Revenues

Total = \$1,121,716



March 2014 YTD Operating Expenses

Total = \$1,297,722



Port of Port Townsend
PTBH Moorage
For the Period Ended March 31, 2014

Revenues	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Permanent Moorage	221,654.86	237,500.01	222,070.28		
Liveaboard Fee	4,045.00	5,000.01	4,355.00		
Work Float/Lift Pier Usage	831.00	750.00	555.00		
Monthly Guest	27,606.56	23,750.01	23,328.42		
Nightly Guest	13,485.50	14,000.00	15,423.50		
Electric	23,364.45	22,500.00	26,992.05		
Miscellaneous Revenue	2,769.12	2,499.99	1,385.00		
Reservation Fee	0.00	0.00	63.00		
Showers	4,675.85	4,000.00	4,222.50		
Laundry	1,266.75	1,050.00	1,124.25		
Total Revenues	302,913.29	318,550.02	308,086.76	(15,636.73)	-5.2%
Expenses					
Salaries & Wages	39,384.83	41,107.47	44,827.59		
Payroll Taxes	4,710.85	5,755.38	5,430.31		
Employee Benefits	13,044.51	12,785.04	13,933.44		
Uniform Expense	0.00	150.00	115.88		
Contract Services	7,434.07	7,275.00	5,367.15		
Operating Supplies	1,893.90	1,625.01	1,678.28		
Postage	700.95	750.00	175.95		
Janitorial Supplies	1,274.90	3,249.99	2,989.41		
Fuel & Lubricants	0.00	225.00	240.61		
Travel	0.00	125.01	0.00		
Training	0.00	150.00	0.00		
Insurance	11,405.37	11,410.83	8,465.49		
Claims & Damages	0.00	125.01	0.00		
Advertising	1,365.82	2,649.99	1,516.83		
Promotion	0.00	62.49	0.00		
Bank Charges	2,528.25	1,725.00	1,644.16		
Utilities	43,039.04	36,225.03	36,595.75		
Excise Tax	521.43	999.99	761.02		
Bad Debt Expense	2,689.98	500.01	(437.50)		
Miscellaneous Expense	(0.35)	24.99	(6.40)		
Credit System	4,894.52	8,750.01	5,212.63		
Repair & Maintenance	1,264.95	20,000.01	3,471.81		
Allocated A & G	72,665.70	70,655.82	62,661.33		
Direct Operating Expenses	208,818.72	226,327.08	194,643.74	(17,508.36)	-8.4%
Net Income (Loss) Without Depreciation	94,094.57	92,222.94	113,443.02	1,871.63	2.0%
Depreciation Expense	62,299.43	84,000.78	68,112.69	(21,701.35)	-34.8%
Net Income (Loss)	31,795.14	8,222.16	45,330.33	23,572.98	74.1%

Port of Port Townsend
Yard
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Electric	13,036.63	4,375.02	7,763.61		
Liveaboard Fee	490.00	300.00	65.00		
Miscellaneous Revenue	5,277.81	2,949.99	9,671.41		
300 Ton Hoist Revenue	22,586.70	24,999.99	26,761.20		
70/75 Ton Hoist Revenue	46,652.00	36,500.00	38,983.47		
Washdown Revenue	12,533.15	11,749.99	10,867.00		
Bilge Water Revenue	658.00	450.00	1,080.00		
Ship Yard Revenue	118,203.85	71,250.00	84,847.74		
Work Yard Revenue	118,047.95	95,000.00	115,928.91		
Blocking Rent	3,171.36	2,749.98	2,035.10		
Tarp Pool Revenue	6,720.00	8,000.01	6,139.27		
Long Term Storage Yard	15,907.95	16,250.01	16,118.55		
Marine Trades Contribution	27,626.04	13,749.99	13,120.95		
Total Revenues	390,911.44	288,324.98	333,382.21	102,586.46	26.2%
Operating Expenses					
Salaries & Wages	90,453.62	90,692.34	96,240.52		
Payroll Taxes	10,729.85	12,697.68	11,567.76		
Employee Benefits	29,947.04	28,206.66	29,898.19		
Uniform Expense	1,017.13	785.01	1,293.64		
Contract Services	113.04	2,675.01	5,956.13		
Operating Supplies	1,390.26	4,125.00	3,608.60		
Tarp Pool Expense	3,498.50	3,000.00	3,067.52		
Postage	221.89	256.26	41.89		
Janitorial Supplies	273.18	650.01	560.53		
Fuel & Lubricants	70.41	4,000.02	1,428.85		
Shipyards Permit	-	174.99	-		
Travel	-	200.01	-		
Training	-	249.99	-		
Insurance	8,376.78	8,341.23	8,910.99		
Claims & Damages	-	750.00	-		
Advertising	3,571.62	3,300.00	3,080.08		
Promotion	1,378.40	624.99	-		
Bank Charges	7,487.37	4,250.01	5,050.49		
Utilities	35,118.79	26,974.98	29,095.88		
Excise Tax	1,615.40	1,624.98	1,753.34		
Bad Debt Expense	737.90	3,925.02	(720.06)		
Miscellaneous Expense	-	49.98	-		
Repair & Maintenance - 300 Ton Hoist	3,781.50	3,500.01	4,880.52		
Repair & Maintenance - 70 Ton Hoist	2,907.42	1,749.99	1,460.94		
Repair & Maintenance - 75 Ton Hoist	2,543.25	2,250.00	1,550.58		
Repair & Maintenance	1,894.53	9,750.00	1,363.84		
Allocated A & G	93,775.53	68,887.15	67,805.82		
Direct Operating Expenses	300,903.41	283,691.32	277,896.05	17,212.09	5.7%
Net Income (Loss) without Depreciation	90,008.03	4,633.66	55,486.16	85,374.37	94.9%
Depreciation Expense	74,461.36	75,070.86	68,254.77	(609.50)	-0.8%
Net Income (Loss)	15,546.67	(70,437.20)	(12,768.61)	85,983.87	553.1%

Port of Port Townsend
Work Yard
For the Period Ended March 31, 2014

Revenues	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Work Yard - Liveaboard Fee	490.00	300.00	195.00		
Work Yard - Miscellaneous Revenue	4,177.81	2,499.99	9,671.41		
Work Yard - Hoist Revenue	46,652.00	36,500.00	38,983.47		
Work Yard - Washdown Revenue	6,955.65	7,000.00	5,895.50		
Work Yard - Yard Revenue	118,047.95	95,000.00	115,928.91		
Work Yard - L/T Storage	15,907.95	16,250.01	16,118.55		
Work Yard - Electric	172.22	125.01	342.23		
Work Yard - Blocking Rent	3,137.76	2,499.99	2,035.10		
Work Yard - Tarp Pool Fee	4,130.00	5,000.01	3,184.27		
Total Operating Revenues	199,671.34	165,175.01	192,354.44	34,496.33	17.3%
Expenses					
Salaries & Wages	58,058.66	62,241.00	64,001.98		
Payroll Taxes	6,891.52	8,714.25	7,691.56		
Employee Benefits	19,208.69	19,357.89	19,871.30		
Uniform Expense	931.05	567.51	876.20		
Contract Services	113.04	600.00	5,049.53		
Operating Supplies	986.85	2,499.99	2,210.53		
Tarp Pool Expense	1,749.25	1,875.00	1,840.51		
Postage	191.89	200.01	41.89		
Janitorial Supplies	182.13	425.01	373.68		
Fuels & Lubricants	70.41	2,750.01	1,158.35		
Travel	0.00	125.01	0.00		
Training	0.00	174.99	0.00		
Insurance	4,955.07	4,926.03	5,156.28		
Claims & Damages	0.00	375.00	0.00		
Advertising	1,630.81	1,650.00	1,540.05		
Promotion	1,378.40	249.99	0.00		
Bank Charges	4,667.36	3,000.00	3,347.72		
Utilities	18,575.63	19,437.48	19,537.05		
Excise Tax	696.30	999.99	703.10		
Bad Debt Expense	0.00	3,425.01	(720.06)		
Miscellaneous Expense	0.00	24.99	0.00		
Repair & Maintenance - 70 Ton	2,907.42	1,749.99	1,460.94		
Repair & Maintenance - 75 Ton	2,543.25	2,250.00	1,550.58		
Repair & Maintenance	1,312.02	6,249.99	760.35		
Allocated A & G	47,899.05	43,922.97	39,122.45		
Direct Operating Expenses	174,948.80	187,792.11	175,573.99	(12,843.31)	-7.3%
Net Income (Loss) Without Depreciation	24,722.54	(22,617.10)	16,780.45	47,339.64	191.5%
Depreciation Expense	31,292.17	36,658.95	33,330.39	(5,366.78)	-17.2%
Net Income (Loss)	(6,569.63)	(59,276.05)	(16,549.94)	52,706.42	-802.3%

Port of Port Townsend
Ship Yard
For the Period Ended March 31, 2014

Revenues	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Ship Yard - Electric	12,864.41	4,250.01	7,421.38		
Ship Yard - Liveaboard Fee	0.00	0.00	(130.00)		
Ship Yard - Miscellaneous Revenue	1,100.00	450.00	0.00		
Ship Yard - Hoist Revenue	22,586.70	24,999.99	26,761.20		
Ship Yard - Washdown Revenue	5,577.50	4,749.99	4,971.50		
Ship Yard - Bilge Water Revenue	658.00	450.00	1,080.00		
Ship Yard - Yard Revenue	118,203.85	71,250.00	84,847.74		
Ship Yard - Blocking Rent	33.60	249.99	0.00		
Ship Yard - Tarp Pool Fee	2,590.00	3,000.00	2,955.00		
Marine Trades 3% Revenue	27,626.04	13,749.99	13,120.95		
Total Revenues	191,240.10	123,149.97	141,027.77	68,090.13	35.60%
Expenses					
Salaries & Wages	32,394.96	28,451.34	32,238.54		
Payroll Taxes	3,838.33	3,983.43	3,876.20		
Employee Benefits	10,738.35	8,848.77	10,026.89		
Uniform Expense	86.08	217.50	417.44		
Contract Services	0.00	2,075.01	906.60		
Operating Supplies	403.41	1,625.01	1,398.07		
Tarp Pool Expense	1,749.25	1,125.00	1,227.01		
Postage	30.00	56.25	0.00		
Janitorial Supplies	91.05	225.00	186.85		
Fuels & Lubricants	0.00	1,250.01	270.50		
Shipyards Permit	0.00	174.99	0.00		
Travel	0.00	75.00	0.00		
Training	0.00	75.00	0.00		
Insurance	3,421.71	3,415.20	3,754.71		
Claims & Damages	0.00	375.00	0.00		
Advertising	1,940.81	1,650.00	1,540.03		
Promotion	0.00	375.00	0.00		
Bank Charges	2,820.01	1,250.01	1,702.77		
Utilities	16,543.16	7,537.50	9,558.83		
Excise Tax	919.10	624.99	1,050.24		
Bad Debt Expense	737.90	500.01	0.00		
Miscellaneous Expense	0.00	24.99	0.00		
Repair & Maintenance 300 Ton	3,781.50	3,500.01	4,880.52		
Repair & Maintenance	582.51	3,500.01	603.49		
Allocated A & G	45,876.48	24,964.18	28,683.37		
Direct Operating Expenses	125,954.61	95,899.21	102,322.06	30,055.40	23.86%
Net Income (Loss) Without Depreciation	65,285.49	27,250.76	38,705.71		
Depreciation Expense	43,169.19	38,411.91	34,924.38		
Net Income (Loss)	22,116.30	(11,161.15)	3,781.33		

Port of Port Townsend
Environmental
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Clean Up Revenue	2,520.88	-	-		
Point Hudson - Hazardous Waste Fee	1,660.00	1,749.99	1,569.00		
Moorage - Hazardous Waste Fee	9,382.50	10,749.99	9,820.00		
Quilcene - Hazardous Waste Fee	240.00	624.99	330.00		
Work Yard - Hazardous Waste Fee	17,268.00	12,500.01	7,728.00		
Ship Yard - Hazardous Waste Fee	5,112.00	8,750.01	4,887.00		
PTBH Properties - Stormwater Fee	2,184.54	3,750.00	-		
Total Revenues	38,367.92	38,124.99	24,334.00	242.93	0.6%
Expenses					
Salaries & Wages	17,762.86	32,479.86	12,057.52		
Payroll Taxes	2,136.60	4,547.43	1,477.29		
Employee Benefits	5,869.74	10,101.72	3,720.86		
Uniform Expense	-	37.50	119.45		
Contract Services	8,299.58	4,287.51	453.00		
Operating Supplies	1,604.93	2,499.99	2,206.30		
Postage	-	-	-		
Permits	756.00	-	1,018.50		
Travel & Training	156.24	249.99	363.96		
Insurance	894.03	888.90	612.00		
Advertising	-	-	-		
Utilities	310.00	500.01	-		
Excise Tax	409.93	-	-		
Bad Debt Expense	-	-	-		
Repair & Maintenance	637.38	-	-		
Allocated A & G Expense	9,204.06	7,728.46	4,949.24		
Direct Operating Expenses	48,041.35	63,321.37	26,978.12	(15,280.02)	-31.8%
Net Income (Loss) Without Depreciation	(9,673.43)	(25,196.38)	(2,644.12)		
Depreciation Expense	7,788.60	8,765.22	7,969.35		
Net Income (Loss)	(17,462.03)	(33,961.60)	(10,613.47)		

Port of Port Townsend
PTBH Properties
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
PTBH Prop - Lease Revenue	116,063.67	127,500.00	116,717.92		
PTBH Prop - Storage Unit Revenue	1,571.76	2,499.99	1,965.21		
PTBH Prop - Fuel Dock Lease	2,948.65	3,600.00	3,126.31		
PTBH Prop - Electric	3,525.65	3,624.99	3,195.96		
Total Revenues	124,109.73	137,224.98	125,005.40	(13,115.25)	-10.6%
Expenses					
Salaries & Benefits	8,643.29	11,159.25	12,588.39		
Payroll Taxes	1,042.36	1,562.40	1,539.28		
Employee Benefits	2,862.67	3,470.70	3,913.80		
Uniform Expense	0.00	22.50	0.00		
Contract Services	226.08	332.49	566.67		
Operating Supplies	0.00	249.99	20.35		
Postage	191.89	187.50	41.89		
Travel	0.00	24.99	0.00		
Insurance	2,940.27	2,952.36	4,054.35		
Bank Charges	171.24	62.49	207.56		
Utilities	7,130.18	8,124.99	7,639.24		
Excise Tax	13.78	50.01	16.86		
Bad Debt Expense	0.00	125.01	0.00		
Miscellaneous Expense	0.00	24.99	0.00		
Repair & Maintenance	664.89	12,750.00	1,187.87		
Allocated A & G	29,772.61	28,101.17	25,424.49		
Direct Operating Expenses	53,659.26	69,200.84	57,200.75	(15,541.58)	-29.0%
Net Income (Loss) Before Depreciation	70,450.47	68,024.14	67,804.65	2,426.33	3.4%
Depreciation Expense	31,590.36	36,221.07	34,657.23	(4,630.71)	-14.7%
Net Income (Loss)	38,860.11	31,803.07	33,147.42	7,057.04	18.2%

Port of Port Townsend
 Quilcene
 For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Quilcene - Permanent Moorage	4,895.44	9,999.99	6,691.82		
Quilcene - Nightly Moorage	124.00	0.00	140.00		
Quilcene - Nightly R.V.	0.00	0.00	0.00		
Quilcene - Electric	713.69	750.00	993.86		
Quilcene - Showers	480.00	460.00	500.00		
Quilcene - Fuel Sales	2,438.77	4,099.99	4,782.33		
Quilcene - Lease Revenue	14,057.91	14,499.99	13,810.02		
Quilcene - Rental Property Revenue	1,500.00	1,500.00	1,500.00		
Quilcene - Water	1,385.89	2,124.99	1,576.50		
Quilcene - Miscellaneous Revenue	0.00	50.01	0.00		
Total Revenues	<u>25,595.70</u>	<u>33,484.97</u>	<u>29,994.53</u>	(7,889.27)	-30.8%
Expenses					
Salaries & Wages	3,769.74	3,813.81	2,486.59		
Payroll Taxes	469.30	533.97	302.74		
Employee Benefits	1,230.30	1,186.14	769.01		
Uniform Expense	0.00	22.50	0.00		
Contract Services	3,759.78	4,568.76	4,542.60		
Fire Protection	0.00	249.99	0.00		
Operating Supplies	551.02	125.01	239.42		
Postage	75.00	75.00	0.00		
Janitorial Supplies	0.00	200.01	500.41		
Cost of Fuel Sold	2,216.48	6,000.00	4,393.12		
Travel	0.00	75.00	0.00		
Training	0.00	50.01	0.00		
Insurance	1,387.44	1,555.35	1,700.25		
Claims & Damages	0.00	125.01	0.00		
Advertising	0.00	75.00	0.00		
Bank Charges	114.35	62.49	203.77		
Utilities	2,874.85	2,749.98	3,553.70		
Excise Tax	92.49	125.01	121.05		
Bad Debt Expense	0.00	125.01	0.00		
Miscellaneous Expense	0.00	24.99	0.00		
Repair & Maintenance	354.49	5,000.01	863.02		
Allocated A & G	6,140.14	7,540.95	6,100.62		
Direct Operating Expenses	<u>23,035.38</u>	<u>34,284.00</u>	<u>25,776.30</u>	(11,248.62)	-48.8%
Net Income (Loss) Before Depreciation	2,560.32	(799.03)	4,218.23	3,359.35	131.2%
Depreciation Expense	<u>16,579.36</u>	<u>18,658.32</u>	<u>17,307.84</u>	(2,078.96)	-12.5%
Net Income (Loss)	(14,019.04)	(19,457.35)	(13,089.61)	5,438.31	-38.8%

Port of Port Townsend
Ramps
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Ramps - Ramp/Parking Fee	6,863.00	8,500.00	6,350.00		
Dinghy Float Revenue	625.00	900.00	250.00		
Total Revenues	<u>7,488.00</u>	<u>9,400.00</u>	<u>6,600.00</u>	(1,912.00)	-25.5%
Expenses					
Salaries & Wages	4,432.38	2,901.03	3,862.19		
Payroll Taxes	528.92	406.17	464.48		
Employee Benefits	1,470.23	902.25	1,203.94		
Uniform Expense	0.00	22.50	0.00		
Operating Supplies	37.34	200.01	0.00		
Insurance	319.95	320.31	308.04		
Promotion	270.00	375.00	225.00		
Bank Charges	182.52	75.00	70.17		
Utilities	696.65	1,062.48	953.41		
Excise Tax	112.33	131.25	118.80		
Bad Debt Expense	0.00	24.99	0.00		
Miscellaneous Expense	0.00	6.24	0.00		
Repair & Maintenance	0.00	1,249.98	41.41		
Allocated A & G	1,796.29	1,864.97	1,342.36		
Direct Operating Expenses	<u>9,846.61</u>	<u>9,542.18</u>	<u>8,589.80</u>	304.43	3.1%
Net Income (Loss) Before Depreciation	(2,358.61)	(142.18)	(1,989.80)	(2,216.43)	94.0%
Depreciation Expense	<u>7,776.61</u>	<u>3,893.10</u>	<u>3,571.50</u>	3,883.51	49.9%
Net Income (Loss)	(10,135.22)	(4,035.28)	(5,561.30)	(6,099.94)	60.2%

Port of Port Townsend
Pt Hudson Properties
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Pt Hudson - Building Lease Revenue	92,669.72	99,999.99	75,896.67		
PT Hudson - Event Facility Revenue	750.00	100.00	0.00		
Total Revenues	<u>93,419.72</u>	<u>100,099.99</u>	<u>75,896.67</u>	(6,680.27)	-7.2%
Expenses					
Salaries & Wages	25,471.40	14,319.15	13,331.97		
Payroll Taxes	3,018.87	2,004.81	1,616.75		
Employee Benefits	8,467.35	4,453.47	4,162.98		
Uniform Expense	0.00	22.50	0.00		
Contract Services	(953.93)	457.50	1,216.11		
Operating Supplies	0.00	249.99	331.31		
Postage	50.00	62.49	0.00		
Travel	0.00	24.99	0.00		
Insurance	2,522.10	2,530.05	2,199.21		
Bank Charges	0.00	24.99	0.00		
Utilities	10,708.95	6,962.52	15,671.92		
Excise Tax	0.00	0.00	0.00		
Bad Debt Expense	1,908.86	125.01	0.00		
Miscellaneous Expense	0.00	24.99	0.00		
Repair & Maintenance	10,219.82	3,750.00	15,885.10		
Allocated A & G	22,410.40	20,322.04	15,436.52		
Direct Operating Expenses	<u>83,823.82</u>	<u>55,334.50</u>	<u>69,851.87</u>	28,489.32	34.0%
Net Income (Loss) Before Depreciation	9,595.90	44,765.49	6,044.80	(35,169.59)	-366.5%
Depreciation Expense	<u>26,707.05</u>	<u>28,840.41</u>	<u>26,840.37</u>	(2,133.36)	-8.0%
Net Income (Loss)	(17,111.15)	15,925.08	(20,795.57)	(33,036.23)	193.1%

Port of Port Townsend
Pt Hudson Marina & R.V
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Pt Hudson - Permanent Moorage	24,831.10	26,250.00	27,522.71		
Pt Hudson - Electric	0.00	0.00	0.00		
Pt Hudson - Liveaboard Fee	1,840.00	1,650.00	1,820.00		
Pt Hudson - Monthly Guest	25,456.69	13,800.00	17,434.33		
PT HUDSON - UTILITY REIMBURSE	0.00	0.00	0.00		
Pt Hudson - Nightly Guest	8,578.00	9,500.00	9,967.50		
Wharf Usage	0.00	1,250.01	0.00		
Pt Hudson - Monthly R.V.	5,800.00	10,800.00	9,200.00		
Pt Hudson - Nightly R.V.	20,028.85	17,000.00	22,736.91		
Pt Hudson - Kayak Racks	1,185.00	999.99	720.00		
Pt Hudson - Reservation Fee	8,568.00	7,700.00	7,903.00		
Pt Hudson - Showers	1,165.50	1,250.00	976.44		
Pt Hudson - Laundry	1,251.25	1,200.00	1,021.00		
Pt Hudson - Passenger Fee	3,770.00	0.00	3,615.00		
Pt Hudson - Electric	3,890.34	5,499.99	5,754.68		
Pt Hudson - Miscellaneous Revenue	125.00	624.99	272.64		
Pt Hudson - Event Facility Revenue	200.00	0.00	0.00		
Total Revenues	106,689.73	97,524.98	108,944.21	9,164.75	8.6%
Expenses					
Salaries & Wages	32,161.15	42,076.77	26,445.15		
Payroll Taxes	3,880.47	5,891.10	3,186.33		
Employee Benefits	10,606.06	13,086.51	8,206.23		
Uniform Expense	240.55	150.00	67.62		
Contract Services	4,829.86	7,162.50	4,903.24		
Operating Supplies	1,296.11	2,000.01	2,398.88		
Postage	141.89	150.00	41.89		
Janitorial Supplies	855.41	1,749.99	1,399.69		
Travel	0.00	50.01	0.00		
Training	0.00	75.00	0.00		
Insurance	6,418.86	4,856.49	4,658.10		
Claims and Damages	0.00	125.01	0.00		
Advertising	1,736.61	3,750.00	4,285.54		
Promotion	0.00	62.49	0.00		
Bank Charges	2,556.30	3,500.01	2,328.81		
Utilities	20,195.06	30,750.03	20,359.41		
Excise Tax	543.71	1,500.00	757.98		
Bad Debt Expense	242.00	125.01	0.00		
Miscellaneous Expense	30.50	24.99	10.00		
Repair & Maintenance	20,932.77	1,749.99	612.58		
Allocated A & G	25,593.74	34,451.17	22,158.28		
Direct Operating Expenses	132,261.05	153,287.08	101,819.73	(21,026.03)	-15.9%
Net Income (Loss) Before Depreciation	(25,571.32)	(55,762.10)	7,124.48	30,190.78	-118.1%
Depreciation Expense	45,375.36	51,065.07	46,428.48	(5,689.71)	-12.5%
Net Income (Loss)	(70,946.68)	(106,827.17)	(39,304.00)	35,880.49	-50.6%

Port of Port Townsend
 Airport
 For the Period Ended March 31, 2014

Revenues	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Miscellaneous Revenue	0.00	24.99	0.00		
Lease Revenue	25,572.39	26,250.00	24,812.79		
Hangar Revenue	5,890.50	5,750.01	5,221.13		
Vehicle Parking Revenue	180.00	187.50	180.00		
Aircraft Parking	80.25	500.01	232.00		
Landing Fee	0.00	24.99	32.40		
Fuel Lease Revenue	497.46	650.00	616.55		
	<u>32,220.60</u>	<u>33,387.50</u>	<u>31,094.87</u>	(1,166.90)	-3.6%
Expenses					
Salaries & Wages	4,622.00	11,111.13	8,602.33		
Payroll Taxes	555.61	1,555.65	1,034.40		
Employee Benefits	1,527.79	3,455.73	2,685.37		
Uniform Expense	0.00	22.50	0.00		
Contract Services	0.00	108.75	2,492.50		
Fire Protection	4,692.84	2,295.00	0.00		
Operating Supplies	0.00	50.01	13.57		
Postage	76.76	75.00	16.76		
Fuel & Lubricants	0.00	300.00	0.00		
Permits	687.00	0.00	0.00		
Travel & Training	0.00	50.01	0.00		
Insurance	4,714.65	4,717.80	4,774.53		
Claims & Damages	0.00	125.01	0.00		
Membership & Dues	0.00	17.49	150.00		
Bank Charges	44.25	24.99	72.31		
Utilities	1,411.95	2,825.01	2,090.25		
Excise Tax	65.18	24.99	49.39		
Bad Debt Expense	0.00	50.01	0.00		
Miscellaneous Expense	0.00	249.99	0.00		
Repair & Maintenance	186.47	3,249.99	4,024.96		
Allocated A & G	7,729.38	6,839.05	6,324.34		
Direct Operating Expenses	<u>26,313.88</u>	<u>37,148.11</u>	<u>32,330.71</u>	(10,834.23)	-41.2%
Net Income (Loss) Without Depreciation	5,906.72	(3,760.61)	(1,235.84)	9,667.33	163.7%
Depreciation Expense	<u>60,136.57</u>	<u>67,638.03</u>	<u>61,724.94</u>	(7,501.46)	-12.5%
Net Income (Loss)	(54,229.85)	(71,398.64)	(62,960.78)	17,168.79	-31.7%

Port of Port Townsend
Maintenance
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Salaries & Wages	25,282.64	18,501.48	25,232.77		
Payroll Taxes	3,069.61	2,590.35	3,080.66		
Employee Benefits	8,327.45	5,754.24	7,829.55		
Uniform Expense	-	652.50	160.38		
Contract Services	-	75.00	0		
Operating Supplies	498.62	1,175.01	894.29		
Janitorial Supplies	91.07	200.01	186.82		
Fuel & Lubricants	52.97	3,000.00	2,762.66		
Repair & Maintenance	315.81	3,750.00	526.4		
Travel	-	24.99	0		
Training	-	150.00	0		
Insurance	1,081.02	1,075.11	982.98		
Utilities	3,301.65	1,524.99	1,660.41		
Miscellaneous Expense	-	24.99	0		
Depreciation Expense	3,497.69	2,925.75	2,759.94		
	<u>45,518.53</u>	<u>41,424.42</u>	46,076.86	4,094.11	9.9%

Port of Port Townsend
Administration
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year
Salaries & Wages	135,732.24	128,349.00	106,869.20
Payroll Taxes	10,828.06	10,654.50	8,569.81
Employee Benefits	45,111.67	39,918.42	33,222.23
Employee Benefits (to be distributed)	32,784.86	0.00	29,693.26
Uniform Expense	102.86	112.50	0.00
Contract Services	17,447.32	4,762.50	21,599.09
Legal Expense	14,612.59	24,999.99	14,433.96
Audit Expense	0.00	5,000.01	209.00
Operating Supplies	5,593.92	4,031.25	4,224.15
Community Relations	18.99	1,999.98	0.00
Publications	0.00	50.01	0.00
Postage	419.03	450.00	82.57
Janitorial Supplies	182.12	0.00	0.00
Repair & Maintenance	0.00	0.00	16.45
Promotional Hosting	0.00	124.98	0.00
Travel	1,866.76	3,424.98	1,686.44
Training	288.53	1,324.98	0.00
Insurance	5,066.43	4,393.41	4,613.55
Advertising	297.83	225.00	1,793.20
Membership & Dues	11,638.00	5,374.98	9,714.51
Bank Charges	-	24.99	-
Economic Development	0.00	6,249.99	0.00
Utilities	3,606.94	4,375.02	4,710.90
Miscellaneous Expense	0.00	543.75	458.42
Allocated A & G	(269,087.85)	(246,390.75)	(212,203.00)
Depreciation Expense	16,274.56	0.00	0.00
Total Expenses	32,784.86	(0.51)	29,693.74

Port of Port Townsend
Commission
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year
Salaries & Wages	23,899.18	18,847.80	15,001.54
Payroll Taxes	1,862.19	1,543.68	1,172.83
Employee Benefits	8,071.41	5,861.94	4,667.07
Uniform Expense	102.86	37.50	0.00
Contract Services	11,138.92	337.50	17,729.48
Legal Expense	14,612.59	24,999.99	14,433.96
Audit Expense	0.00	5,000.01	209.00
Operating Supplies	153.00	375.00	1,752.28
Community Relations	18.99	999.99	0.00
Postage	106.76	99.99	16.76
Repair & Maintenance	0.00	0.00	16.45
Promotional Hosting	0.00	62.49	0.00
Travel	1,475.75	1,374.99	603.42
Training	3.34	624.99	0.00
Insurance	3,773.31	3,818.67	3,869.01
Advertising	100.28	125.01	503.70
Membership & Dues	8,310.40	3,999.99	6,504.02
Economic Development	0.00	6,249.99	0.00
Utilities	291.28	325.02	713.30
Miscellaneous Expense	0.00	24.99	0.00
Allocated A & G	(74,523.99)	(74,709.75)	(67,192.00)
Depreciation Expense	603.73	0.00	0.00
	(0.00)	(0.21)	0.82

Port of Port Townsend
Executive
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year
Salaries & Wages	65,404.83	63,154.14	44,365.82
Payroll Taxes	5,206.01	5,220.66	3,563.06
Employee Benefits	21,655.78	19,641.87	13,796.70
Uniform Expense	0.00	37.50	0.00
Contract Services	1,629.73	3,174.99	1,980.79
Operating Supplies	4,284.74	2,031.24	1,899.60
Community Relations	0.00	999.99	0.00
Publications	0.00	50.01	0.00
Postage	120.38	150.00	23.92
Janitorial Supplies	91.06	0.00	0.00
Repair & Maintenance	0.00	0.00	0.00
Promotional Hosting	0.00	62.49	0.00
Travel	391.01	1,749.99	880.17
Training	285.19	450.00	0.00
Insurance	646.56	287.37	372.27
Advertising	197.55	99.99	1,289.50
Membership & Dues	3,277.60	1,224.99	2,860.49
Utilities	2,284.84	3,175.02	3,045.05
Miscellaneous Expense	0.00	518.76	458.42
Allocated A & G	(120,005.36)	(102,029.25)	(74,536.00)
Depreciation Expense	14,530.08	0.00	0.00
Total Expenses	0.00	(0.24)	(0.21)

Port of Port Townsend
Accounting
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year
Salaries & Wages	46,428.23	46,347.06	47,501.84
Payroll Taxes	3,759.86	3,890.16	3,833.92
Employee Benefits	15,384.48	14,414.61	14,758.46
Employee Benefits (to be distributed)	32,784.86	0.00	29,693.26
Uniform Expense		37.50	0.00
Contract Services	4,678.67	1,250.01	1,888.82
Operating Supplies	1,156.18	1,625.01	572.27
Postage	191.89	200.01	41.89
Janitorial Supplies	91.06	0.00	0.00
Repair & Maintenance	0.00	0.00	0.00
Travel	0.00	300.00	202.85
Training	0.00	249.99	0.00
Insurance	646.56	287.37	372.27
Advertising	0.00	0.00	0.00
Membership & Dues	50.00	150.00	350.00
Bank Charges	-	24.99	0.00
Utilities	1,030.82	874.98	952.55
Allocated A & G	(74,558.50)	(69,651.75)	(70,475.00)
Depreciation Expense	1,140.75	0.00	0.00
	<hr/>		
Total Expenses	32,784.86	(0.06)	29,693.13

Port of Port Townsend
Non-Operating
For the Period Ended March 31, 2014

	Actual Year to Date	Budget	Prior Year	Variance	% Variance
Revenues					
Grants - FAA	0.00	6,249.99	0.00		
Contributed Capital	0.00	0.00	0.00		
Investment Interest	2,736.36	3,750.00	3,234.24		
Operating Tax Levy	224,754.66	226,500.00	221,198.40		
State Forest Revenue	20,118.81	5,000.01	692.27		
State Timber Excise Tax	18,721.52	5,000.00	11,621.31		
Leasehold Excise Tax	734.78	1,166.67	1,619.96		
Finance Charges	5,615.93	5,000.01	5,389.47		
Total Non- Operating Revenue	272,682.06	252,666.68	243,755.65	20,015.38	7.3%
Expenses					
Interest Exp - Local Fund	221.01	166.26	433.08		
Interest Exp - CERB	2,750.01	2,406.24	3,437.49		
Interest Exp - 2005 Rev Ref Bond	21,749.76	20,906.25	26,193.51		
Interest Exp - 2005 LTGO Bond	46,889.97	46,389.99	47,889.72		
Interest Exp - 2006 LTGO Ref Bond	10,173.03	9,198.00	12,054.75		
Interest Exp - 2010 LTGO Bond	49,735.98	49,735.74	50,272.23		
Interest Exp - 2013 REV Bond	4,438.50	4,438.50	0.00		
Bond Management Fees	300.00	300.00	250.00		
Investment Fees	25.45	249.99	59.10		
Total Non- Operating Expenses	136,283.71	133,790.97	140,589.88	2,492.74	1.8%
Net Non-Operating Income(Loss)	136,398.35	118,875.71	103,165.77	17,522.64	12.8%

PORT OF PORT TOWNSEND

MEETING OF: May 12, 2014

AGENDA ITEM: VI. First Reading (Discussion Only)
E. Quilcene Strategy

BACKGROUND:

Commissioner Hanke requested we discuss the need to start planning for a long-term vision for our Quilcene properties and how the Port can assist the community with economic development.

This was highlighted in the Director's "White Paper" last fall as one of the tasks we should tackle this year.

Executive Director's Recommendation:

Staff can prepare some ideas on how to proceed. Next month's workshop will be held in Quilcene and this would make an excellent topic.

PORT OF PORT TOWNSEND

MEETING OF: May 12, 2014

AGENDA ITEM: VII. Potential Immediate Action
A. Reid Middleton Contract for AWOS

BACKGROUND:

Commissioners have given staff the go ahead for the installation of an Automated Weather Observation Station (AWOS) at JCIA. This is the first of several contracts that need to be executed for this project. This contract has been approved by the FAA and meets all specifications required by them. The contract amount is not to exceed \$98,994 which will include site design, bidding oversight, inspection, and close-out.

Executive Director's Recommendation:

Approve contract for engineering services for AWOS.



P.O. Box 1180 • Port Townsend, Washington 98368-4624

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the labor performed and the services provided, as described herein, and that the claims are just and unpaid obligations of the Port of Port Townsend, and that these claims, in Warrant No. 052822 through No. 052844, are approved for payment in the amount of \$124,843.94 on this 12th day of May, 2014.

For: **Payroll and Benefits**

Commissioner Stephen R. Tucker

Commissioner Brad A. Clinefelter

Commissioner Pete W. Hanke

Amy Khile, Director of Finance
And Administration

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
052835	4/30/2014	AFL010	AFLAC				
			683157	4/30/2014	761.89	0.00	761.89
							Check Entry Number: 001
052836	4/30/2014	BAN001	Bank Of America				
			941/4/30	4/30/2014	17,690.89	0.00	17,690.89
							Check Entry Number: 001
052837	4/30/2014	NOR020	Northwest Administrators, Inc.				
			04/30/2014	4/30/2014	22,606.58	0.00	22,606.58
							Check Entry Number: 001
052838	4/30/2014	PEJ001	Peninsula Credit Union				
			04/30/2014	4/30/2014	650.00	0.00	650.00
							Check Entry Number: 001
052839	4/30/2014	POR001	Auditor's Revolving Fund				
			04/30/2014	4/30/2014	29,599.37	0.00	29,599.37
							Check Entry Number: 001
052840	4/30/2014	SPE010	James Speer				
			04/30/2014	4/30/2014	250.00	0.00	250.00
							Check Entry Number: 001
052841	4/30/2014	TEA001	Teamsters Local 589				
			04/30/2014	4/30/2014	1,059.00	0.00	1,059.00
							Check Entry Number: 001
052842	4/30/2014	WA0302	State of Washington				
			DRS4/30/14	4/30/2014	1,200.00	0.00	1,200.00
							Check Entry Number: 001
052843	4/30/2014	WA0801	State of Washington				
			HCA4/30/14	4/30/2014	15,265.83	0.00	15,265.83
							Check Entry Number: 001
052844	4/30/2014	WA1801	State of Washington				
			DRS4/30/14	4/30/2014	17,932.76	0.00	17,932.76
							Check Entry Number: 001
							Report Total:
					107,016.32	0.00	107,016.32



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Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the labor performed and the services provided, as described herein, and that the claims are just and unpaid obligations of the Port of Port Townsend, and that these claims, in Warrant No. 052845, through No. 052909, are approved for payment in the amount of \$119,319.81 on this 12th day of May, 2014.

For: **Accounts Payable**

Commissioner Stephen R. Tucker

Commissioner Brad A. Clinefelter

Commissioner Pete W. Hanke

Amy Khile, Director of Finance
And Administration

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount	
052845	5/12/2014	A&A010	A&A Appliance Service Inc					Check Entry Number: 001
			116831	4/11/2014	234.42	0.00	234.42	
			116934	4/11/2014	358.99	0.00	358.99	
			Check 052845 Total:		593.41	0.00	593.41	
052846	5/12/2014	ADM002	Admiral Ship Supply Inc.					Check Entry Number: 001
			11552	3/26/2014	284.36	0.00	284.36	
			12563	4/9/2014	63.37	0.00	63.37	
			14191	5/1/2014	3,451.16	0.00	3,451.16	
			Check 052846 Total:		3,230.17	0.00	3,230.17	
052847	5/12/2014	ARR010	Arrow Lumber Port Townsend					Check Entry Number: 001
			78137	4/1/2014	139.69	0.00	139.69	
			78166	4/3/2014	108.04	0.00	108.04	
			78179	4/4/2014	24.30	0.00	24.30	
			78189	4/7/2014	42.37	0.00	42.37	
			78226	4/9/2014	85.87	0.00	85.87	
			78351	4/22/2014	42.10	0.00	42.10	
			78376	4/24/2014	66.58	0.00	66.58	
			78378	4/24/2014	66.58	0.00	66.58	
			Check 052847 Total:		442.37	0.00	442.37	
052848	5/12/2014	CAR001	Carl's Building Supply					Check Entry Number: 001
			1404680426	4/2/2014	140.39	0.00	140.39	
			1404683614	4/22/2014	75.21	0.00	75.21	
			1404683821	4/23/2014	39.36	0.00	39.36	
			1404683867	4/23/2014	19.63	0.00	19.63	
			1404684853	4/29/2014	13.12	0.00	13.12	
			Check 052848 Total:		287.71	0.00	287.71	
052849	5/12/2014	CEN040	CENTURYLINK					Check Entry Number: 001
			1298792796	4/19/2014	4,158.56	0.00	4,158.56	
052850	5/12/2014	CHA030	Larry Charrier					Check Entry Number: 001
			04/22/2014	4/22/2014	100.00	0.00	100.00	
052851	5/12/2014	CIT001	City Of Port Townsend					Check Entry Number: 001
			04302014	4/30/2014	7,706.23	0.00	7,706.23	
052852	5/12/2014	COO050	Cooper Fuel & Auto Repair					Check Entry Number: 001
			078428	4/25/2014	2,917.17	0.00	2,917.17	
052853	5/12/2014	COO070	Coon Plumbing					Check Entry Number: 001
			481	4/21/2014	275.91	0.00	275.91	
052854	5/12/2014	CRO001	Lawrence C Crockett					Check Entry Number: 001
			04302014	4/30/2014	98.09	0.00	98.09	
052855	5/12/2014	DMD005	DM Disposal Co. Inc.					Check Entry Number: 001
			3585169	5/1/2014	5,378.80	0.00	5,378.80	
			3585223	5/1/2014	49.14	0.00	49.14	
			3592256	5/1/2014	4,324.16	0.00	4,324.16	
			3592262	5/1/2014	137.27	0.00	137.27	
			3592263	5/1/2014	883.63	0.00	883.63	
			3592266	5/1/2014	56.48	0.00	56.48	
			3592270	5/1/2014	3,813.57	0.00	3,813.57	
			3592314	5/1/2014	2,158.60	0.00	2,158.60	
			Check 052855 Total:		16,801.65	0.00	16,801.65	
052856	5/12/2014	DOU010	Double D Electric					Check Entry Number: 001
			31483	4/24/2014	17.39	0.00	17.39	
052857	5/12/2014	FAM001	Ferguson Enterprises #3007					Check Entry Number: 001
			2929286	4/25/2014	113.68	0.00	113.68	
052858	5/12/2014	FER001	Ferrellgas					Check Entry Number: 001
			1081934838	4/2/2014	441.16	0.00	441.16	
			1081953363	4/3/2014	226.56	0.00	226.56	
			1082214127	4/23/2014	346.33	0.00	346.33	
			Check 052858 Total:		1,014.05	0.00	1,014.05	
052859	5/12/2014	GLO003	Global Diving & Salvage					Check Entry Number: 001
			123770	4/24/2014	2,248.92	0.00	2,248.92	
			123771	4/24/2014	628.64	0.00	628.64	
			123772	4/24/2014	1,358.94	0.00	1,358.94	
			123773	4/24/2014	1,126.77	0.00	1,126.77	
			Check 052859 Total:		5,363.27	0.00	5,363.27	
052860	5/12/2014	GOO002	Good Man Inc.					Check Entry Number: 001
			77716	4/22/2014	806.60	0.00	806.60	
			77866	5/1/2014	547.96	0.00	547.96	
			Check 052860 Total:		1,354.56	0.00	1,354.56	
052861	5/12/2014	GOO020	Goodsteln Law Group					Check Entry Number: 001
			10201404	5/1/2014	18,345.97	0.00	18,345.97	
			1201404	5/1/2014	3,175.10	0.00	3,175.10	
			Check 052861 Total:		21,521.07	0.00	21,521.07	
052862	5/12/2014	HAD001	Hadlock Building Supply					Check Entry Number: 001
			B8266	4/3/2014	50.08	0.00	50.08	
			C11742	4/4/2014	13.92	0.00	13.92	
			Check 052862 Total:		64.00	0.00	64.00	
052863	5/12/2014	HEN002	Henery Hardware					Check Entry Number: 001
			504898	3/26/2014	61.02	0.00	61.02	
			505124	3/28/2014	10.44	0.00	10.44	
			505128	3/28/2014	0.87	0.00	0.87	
			505248	3/31/2014	14.02	0.00	14.02	

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			505344	4/1/2014	28.53	0.00	28.53
			505364	4/1/2014	8.70	0.00	8.70
			505382	4/1/2014	404.94	0.00	404.94
			505390	4/1/2014	28.58	0.00	28.58
			505450	4/2/2014	39.71	0.00	39.71
			505466	4/2/2014	40.73	0.00	40.73
			505499	4/2/2014	2.93	0.00	2.93
			505617	4/3/2014	30.40	0.00	30.40
			505660	4/4/2014	174.36	0.00	174.36
			505890	4/7/2014	17.93	0.00	17.93
			505982	4/8/2014	26.14	0.00	26.14
			506086	4/9/2014	36.66	0.00	36.66
			506295	4/11/2014	52.31	0.00	52.31
			506450	4/14/2014	13.16	0.00	13.16
			506542	4/15/2014	13.07	0.00	13.07
			506559	4/15/2014	16.32	0.00	16.32
			506597	4/15/2014	108.98	0.00	108.98
			506709	4/16/2014	33.14	0.00	33.14
			506730	4/16/2014	14.16	0.00	14.16
			506760	4/17/2014	5.64	0.00	5.64
			506813	4/17/2014	19.00	0.00	19.00
			507147	4/22/2014	28.32	0.00	28.32
			507173	4/22/2014	44.67	0.00	44.67
			507214	4/22/2014	36.80	0.00	36.80
			507251	4/23/2014	25.06	0.00	25.06
			507252	4/23/2014	43.77	0.00	43.77
			507253	4/23/2014	52.92	0.00	52.92
			507372	4/24/2014	27.22	0.00	27.22
			507439	4/24/2014	46.85	0.00	46.85
			507443	4/24/2014	15.25	0.00	15.25
			507485	4/25/2014	32.86	0.00	32.86
			507492	4/25/2014	26.12	0.00	26.12
			507499	4/25/2014	4.35	0.00	4.35
			K04900	3/26/2014	16.33	0.00	16.33
			K04928	3/26/2014	16.32	0.00	16.32
			K04931	3/26/2014	185.29	0.00	185.29
			Check 052863 Total:		1,803.87	0.00	1,803.87
052864	5/12/2014	HEN004	Henry's Garden Center				Check Entry Number: 001
			468230	4/23/2014	163.39	0.00	163.39
052865	5/12/2014	HEN006	Quillcene Henry's Hardware				Check Entry Number: 001
			388745	4/7/2014	25.23	0.00	25.23
			388851	4/8/2014	10.20	0.00	10.20
			388863	4/8/2014	14.16	0.00	14.16
			Check 052865 Total:		49.59	0.00	49.59
052866	5/12/2014	JC1008	Jefferson County Public Works				Check Entry Number: 001
			1356364	4/1/2014	17.28	0.00	17.28
			1356948	4/3/2014	69.12	0.00	69.12
			1357070	4/3/2014	10.00	0.00	10.00
			1358625	4/10/2014	188.65	0.00	188.65
			1361356	4/22/2014	194.41	0.00	194.41
			1361685	4/24/2014	25.92	0.00	25.92
			1361838	4/25/2014	61.92	0.00	61.92
			1362611	4/28/2014	125.28	0.00	125.28
			Check 052866 Total:		692.58	0.00	692.58
052867	5/12/2014	KEN010	Kendrick Equipment LTD				Check Entry Number: 001
			U2322	4/11/2014	1,491.02	0.00	1,491.02
			U2334	4/1/2014	125.63	0.00	125.63
			U2351	4/28/2014	1,651.02	0.00	1,651.02
			Check 052867 Total:		3,267.67	0.00	3,267.67
052868	5/12/2014	KHI010	Amy Khlle				Check Entry Number: 001
			05052014	5/5/2014	434.76	0.00	434.76
052869	5/12/2014	LAN001	Landau Associates				Check Entry Number: 001
			32958	4/14/2014	944.46	0.00	944.46
052870	5/12/2014	LEM040	Lemay Mobile Shredding				Check Entry Number: 001
			4387434	5/1/2014	2.65	0.00	2.65
052871	5/12/2014	LES050	Les Schwab				Check Entry Number: 001
			76038	4/9/2014	130.75	0.00	130.75
052872	5/12/2014	MOL050	Therese Mollerus-Gale				Check Entry Number: 001
			04182014	4/18/2014	213.27	0.00	213.27
052873	5/12/2014	MUR002	Murrey's Disposal Co. Inc.				Check Entry Number: 001
			3600304	5/1/2014	33.84	0.00	33.84
			3600381	5/1/2014	95.82	0.00	95.82
			3600468	5/1/2014	224.00	0.00	224.00
			Check 052873 Total:		353.66	0.00	353.66
052874	5/12/2014	NEL001	Sue Nelson				Check Entry Number: 001
			04302014	4/30/2014	27.44	0.00	27.44
052875	5/12/2014	NOR001	North Coast Electric Co				Check Entry Number: 001
			5762149	4/17/2014	103.87	0.00	103.87
			5764058	4/25/2014	337.54	0.00	337.54
			Check 052875 Total:		441.41	0.00	441.41
052876	5/12/2014	NOR002	Northwest Marine Trade Assn				Check Entry Number: 001

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Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
052877	5/12/2014	OES001	86999 OESD 114	4/22/2014	425.00	0.00	425.00
			1314000943	5/1/2014	2,465.72	0.00	2,465.72
052878	5/12/2014	OLY002	AmSan				
			308289404	4/2/2014	546.30	0.00	546.30
			308289412	4/2/2014	183.84	0.00	183.84
			308289420	4/2/2014	148.75	0.00	148.75
			308808062	4/9/2014	229.89	0.00	229.89
			308808070	4/9/2014	255.73	0.00	255.73
			309275626	4/16/2014	398.32	0.00	398.32
			309709111	4/23/2014	266.93	0.00	266.93
			309709129	4/23/2014	323.11	0.00	323.11
			Check 052878 Total:		2,352.87	0.00	2,352.87
052879	5/12/2014	OLY003	Olympic Springs, Inc.				
			260869	4/30/2014	10.85	0.00	10.85
052880	5/12/2014	PAC004	Pacific Office Equipment Co				
			923738	4/30/2014	54.50	0.00	54.50
			923739	4/30/2014	33.50	0.00	33.50
			923740	4/30/2014	0.97	0.00	0.97
			923741	4/30/2014	7.91	0.00	7.91
			923742	4/30/2014	327.21	0.00	327.21
			Check 052880 Total:		424.09	0.00	424.09
052881	5/12/2014	PAT030	Dan Patterson				
			05022014	5/2/2014	72.44	0.00	72.44
052882	5/12/2014	PET020	Peters Marine Services				
			721844	4/18/2014	193.58	0.00	193.58
052883	5/12/2014	PHI010	Phillips Publishing Group				
			21190	5/1/2014	895.05	0.00	895.05
052884	5/12/2014	POR001	Auditor's Revolving Fund				
			586669	4/21/2014	87.20	0.00	87.20
			RES613-14	5/12/2014	6,450.00	0.00	6,450.00
			Check 052884 Total:		6,537.20	0.00	6,537.20
052885	5/12/2014	POR005	Port Townsend Leader				
			73288	4/2/2014	64.00	0.00	64.00
052886	5/12/2014	POR007	Port Townsend Honda				
			4303	4/25/2014	12.21	0.00	12.21
052887	5/12/2014	PUD001	Pud District #1				
			04232014	4/23/2014	471.25	0.00	471.25
052888	5/12/2014	PUD005	PUD #1 of Jefferson County				
			04232014	4/23/2014	18,059.82	0.00	18,059.82
052889	5/12/2014	QUI001	Quill Corporation				
			2260782	4/16/2014	197.22	0.00	197.22
			2351643	4/21/2014	28.92	0.00	28.92
			Check 052889 Total:		226.14	0.00	226.14
052890	5/12/2014	REB020	Tom Rebar				
			04302014	5/12/2014	900.00	0.00	900.00
052891	5/12/2014	ROT015	Roth Diving Services				
			04202014	4/20/2014	20.75	0.00	20.75
			POPT00114	4/20/2014	1,600.00	0.00	1,600.00
			Check 052891 Total:		1,620.75	0.00	1,620.75
052892	5/12/2014	SAF001	Safeway, Inc.				
			04122014	4/12/2014	1,548.15	0.00	1,548.15
052893	5/12/2014	SEC010	Security Services				
			85601	5/1/2014	164.00	0.00	164.00
052894	5/12/2014	SHO010	Shold Excavating Inc				
			28439	4/30/2014	58.86	0.00	58.86
052895	5/12/2014	SNO030	Laura Snodgrass				
			04302014	4/30/2014	21.69	0.00	21.69
052896	5/12/2014	SON050	Sonsray Machinery LLC				
			608416	4/21/2014	223.26	0.00	223.26
052897	5/12/2014	SPE001	SOS Printing				
			49090	4/30/2014	63.97	0.00	63.97
052898	5/12/2014	STA005	Staples Credit Plan				
			04152014	4/15/2014	560.91	0.00	560.91
052899	5/12/2014	STO050	Stormwater RX				
			11903011	4/25/2014	4,810.00	0.00	4,810.00
052900	5/12/2014	SUN002	Sunset Hardware				
			01850692	4/17/2014	18.72	0.00	18.72
052901	5/12/2014	TER005	Terry's Lock & Safe				
			041414381	4/18/2014	13.08	0.00	13.08
052902	5/12/2014	TUC050	Stephen Tucker				
			04302014	4/30/2014	12.88	0.00	12.88
052903	5/12/2014	TWI001	Twiss Analytical Labs				
			1467133	5/3/2014	308.00	0.00	308.00
052904	5/12/2014	UPS020	The UPS Store				
			2985	4/25/2014	14.64	0.00	14.64
			3808	4/7/2014	24.79	0.00	24.79
			4441	4/29/2014	73.96	0.00	73.96
			Check 052904 Total:		113.39	0.00	113.39
052905	5/12/2014	VER001	Verizon Wireless, Bellevue				
			9723562748	4/15/2014	275.02	0.00	275.02
052906	5/12/2014	WA0125	State of Washington				

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Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
052907	5/12/2014	WAV040	04302014	4/30/2014	302.66	0.00	302.66
			Wave Broadband				Check Entry Number: 001
			04282014	4/28/2014	610.34	0.00	610.34
052908	5/12/2014	WES006	Westbay Auto Parts, Inc.				Check Entry Number: 001
			159640	3/31/2014	5.44	0.00	5.44
			160113	4/2/2014	27.33	0.00	27.33
			160220	4/3/2014	57.92	0.00	57.92
			160287	4/3/2014	7.09	0.00	7.09
			161301	4/8/2014	133.54	0.00	133.54
			164076	4/21/2014	52.49	0.00	52.49
			164838	4/24/2014	336.42	0.00	336.42
			169488	4/14/2014	18.89	0.00	18.89
			Check 052908 Total:		624.94	0.00	624.94
052909	5/12/2014	ZEE001	Zee Medical Service Co				Check Entry Number: 001
			68258241	4/18/2014	274.18	0.00	274.18
			Report Total:		119,319.81	0.00	119,319.81