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**Port of Port Townsend
1st Monthly Meeting Agenda
Wednesday, December 13, 2017, 1:00 p.m.
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 – November 21, 2017.....1-4
 - Approval of Special Meeting Minutes, Executive Session – December 6, 2017....5
 - B. Resolution No. 672-17 – Modifying the Amount of the Auditor’s Revolving Fund.....6-7
 - C. Write-off Register.....8-9
 - D. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading
- VI. First Reading
- VII. Regular Business
 - A. Labor Agreement.....10-31
 - B. Organizational Chart.....32-33
 - C. Moorage and RV Rates.....34-36
 - D. October 2017 Financials.....37-40
- VIII. Staff Comments (continued)
- IX. Public Comments
- X. Commissioner Comments
- XI. Next Special Meeting / Regular Meeting / Public Workshop
 - Wednesday, January 3, 2018, 9:00 am - Special Meeting (Warrant Approval only), Old Alcohol Plant, 310 Hadlock Bay Road, Port Hadlock, WA
 - Wednesday, January 10, 2018, 9:30 am - Public Workshop at 9:30 am, Regular Meeting at 1:00 pm, Port Commission Bldg., 333 Benedict St., Port Townsend, WA
- XII. Executive Session (Executive Session to end at 2:30 pm)
 - A. Potential Litigation, pursuant to RCW 42.30.110 (i)

(cont.)

XIII. Reconvening of Regular Meeting

A. Oaths of Office

- Commissioner Pete Hanke
- Incoming Commissioner Bill Putney

XIV. Adjournment

PORT COMMISSION REGULAR MEETING– November 21, 2017

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

Present: Commissioners – Hanke, Clinefelter and Tucker
Executive Director Gibboney
Auditor Berg
Director of Operations & Business Development Englin
Director of Planning Toews
Communications Coordinator Matej
Attorney Goodstein
Minutes – Nelson

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Hanke called the meeting to order at 5:30 p.m. He then asked the audience for a moment of silence in remembrance of “Tike” Hillman (former Port-contracted manager of many projects, from the Heavy Haulout to the expanded Boat Haven boat ramp), who recently passed.

II. APPROVAL OF AGENDA:

Ms. Gibboney announced thirty-minute duration for the Executive Session, with no action.

Commissioner Clinefelter moved to approve the Agenda as presented.

Commissioner Tucker seconded the motion.

Motion carried by unanimous vote.

III. CONSENT AGENDA:

A. Approval of Public Workshop Minutes – November 8, 2017

Approval of Regular Meeting & 2018 Budget Hearing Minutes – November 8, 2017

B. Approval of Warrants

Warrant #058449 through #058456 in the amount of \$12,828.79 for Payroll & Benefits

Electronic Payment in the amount of \$67,656.14 for Payroll & Benefits

Warrant #058457 through #058503 in the amount of \$203,531.96 for Accounts Payable

Electronic Debit in the amount of \$9,859.28 for WA State Dept. of Revenue Combined

Excise Tax Return for October 2017

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):

The following audience members provided public comment:

Vigo Anderson, Martha Trolin, Melinda Bryden, Chris Sanok, Pam Petranek, Rick Oltman, Annie Benson, George Yount and Pete Langley. Pete Langley thanked Commissioner Clinefelter for his work.

V. SECOND READING (Action Items):

VI. FIRST READING (Discussion Only):

VII. REGULAR BUSINESS:

A. Budget Deliberations (28:45):

Ms. Berg highlighted the changes to the fourth draft of the budget: Lowered personnel by \$11K and consultant costs by \$5K, total reduction of \$16K to budget.

Commission deliberations began. They included discussion on personnel costs, unexpected costly events, lease rates, the cost of the stormwater system, the Capital Repair & Replacement Plan, outside service costs, yard revenue.

Commissioner Clinefelter moved to adopt the (fourth draft) 2018 Capital and Operating Budget.

Commissioner Tucker seconded the motion.

Motion carried by unanimous vote.

B. 2018 Resolutions (43:25):

Ms. Berg explained Resolution No. 670-17 codifies the motion to adopt the 2018 Operating & Capital Budget. Resolution No. 671-17 fixes the Year 2018 Tax to be levied.

Commissioner Tucker moved to adopt Resolution No. 670-17, as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

Commissioner Hanke moved to adopt Resolution No. 671-17, as presented.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

C. Decision Summary for Point Hudson Jetty South (46:36):

Ms. Gibboney stated Mr. Toews created the Summary Evaluation of Options for the South Jetty at Point Hudson, to aid the Commission in their decision with the project. She explained that bond counsel would be present at the first Commission meeting in December to show what the process would look like if project moves forward. Ms. Gibboney explained that in January, the Commission would then need to make a motion on whether to proceed with the construction project.

Mr. Toews then presented the matrix. He discussed the RCO grant; originally one grant for the entire project, now two – one for the South Jetty for work to be performed in 2018-19, and the other for the North Jetty work to take place in 2019-20. He discussed the different options for marina openings and closures during demolition/construction. Commissioners asked questions relating to the cost spent-to-date on the project, ramifications if project is delayed, expiration dates of permits in hand.

Mr. Englin discussed his analysis after meeting with existing tenants. He explained he worked with staff to study economic impacts and with Mott MacDonald on a range of start date options. He discussed the project closure/opening options presented to tenants, where the preferred option with the least impact was for marina closure Mon-Thurs, open on evenings and Fri-Sun. Discussion ensued on construction and the Fish Window and the increased cost of delaying the project after Wooden Boat Festival.

Ms. Gibboney introduced Brian Kuh of EDC Team Jefferson, who first thanked Commissioner Clinefelter for his accountability and excellence as a Port Commissioner. He discussed Point Hudson mitigation studies and proactive ideas. Mr. Kuh then introduced EDC consultant, downtown business owner and CEO of Quimper Mercantile, Peter Quinn. Mr. Quinn discussed a voucher program where the Port could hand out business dollars to visitors affected by the construction project, and reimbursing those participating businesses.

Concluding the discussion, Ms. Gibboney reminded there are two points that need a decision soon: 1) do we proceed with the bond, and 2) do we go to bid.

D. December 27, 2017 Commission Meeting – Potential Modification (1:30:01):

Ms. Gibboney reminded that the Commission canceled the last meeting in December of 2016 because of the holidays. She stated that canceling this meeting would allow staff planning time for an early January Commission-Staff retreat.

Commissioner Tucker moved to eliminate the December 27, 2017 Commission meeting.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

VIII. STAFF COMMENTS (1:33:58):

Ms. Gibboney stated she spoke with Western WA University's Center for Economic & Business Research about possibly doing a market rate study for leases. A very rough cost estimate is \$20K. If commissioners are comfortable with the rough estimate, Ms. Gibboney could bring a Scope of Work to the December meeting.

Ms. Gibboney announced she attended the WPPA Annual Meeting in Seattle, and afterwards, the Pacific Marine Expo, where the Port had a booth. She stated she was pleased with the Port's setup and with the two tenants who joined the Port.

Ms. Gibboney announced a tentative agreement has been reached with the Teamsters bargaining unit. The Commission will be briefed on the agreement at the Special Meeting on December 6, 2017.

She briefed on the stormwater project, which is essentially complete, with a few items left to complete. She added that Dept. of Ecology met with Marc Horton, which resulted in the Port amending its stormwater sampling protocol.

Mr. Englin presented an analysis on yard rates based on responses from the public and tenants. The presentation included yard rate comparisons, as requested by the Commission.

Ms. Matej spoke in detail about the Port's presence at the Pacific Marine Expo, where she, Terry Khile, TJ Quandt and Director Gibboney worked the booth. Commissioner Tucker and Commission-elect Putney attended as well. She stated that staff drew the winners for the 75 and 300-ton haulouts, which Commissioner Hanke would announce the names. She stated in 2018, the Port will increase its' booth size to a 10x20. This year PYR and ACI shared space with the Port. She added staff handed out 10% discount coupons for roundtrip haulouts with storage.

Mr. Toews stated that next week he expects to receive 70% design and construction cost estimate for the south jetty.

He reported on progress with the airport runway rehab.

Last, Mr. Toews stated a report on the Quilcene Wastewater Project would be presented at the December Commission Meeting.

Attorney Goodstein announced the Court of Appeals made a decision not to hold a hearing on the Landry case.

Ms. Berg reported she has been working on the budget, grant billings and Union negotiations. She announced an extension was granted in regards to the CERB grant for Quilcene planning.

Ms. Nelson reported she continues to work on public records requests.

IX. PUBLIC COMMENTS (2:05:09):

Charley Kanieski, Bertram Levy, Bob Frank, Chris Bakken, Kris Nelson and Sean Lapitito spoke.

X. COMMISSIONER COMMENTS (2:21:54):

Commissioner Tucker reported on the WPPA Annual Meeting, which he also attended. He was intrigued with the briefing on Integrated Planning Grants, which the Port's application is stalled in the legislature's budget. He also discussed the recent North Olympic Development Council's meeting that he attended.

Commissioner Hanke said that he appreciated all the comments heard tonight. He agrees everyone needs to work together. He then announced the winner of the 75-ton haulout: Dave Franklin of Seattle and Pogy Lapham of Newport, OR.

XI. NEXT PUBLIC WORKSHOP & REGULAR MEETING:

Public workshop at 9:30 a.m., regular meeting at 1:00 p.m. on Wednesday, December 13, 2017 in the Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

The regular session recessed at 7:56 p.m., and moved to Executive Session at 8:02 p.m. to review the performance of a public employee, pursuant to RCW 42.30.110 (g), duration of thirty minutes with no action. At 8:33 p.m., Ms. Nelson announced outside that the session was extended five minutes.

XIII. ADJOURNMENT:

The meeting reconvened and adjourned at 8:56 p.m. there being no further business to come before the Commission.

ATTEST:

Peter W. Hanke, President

Stephen R. Tucker, Secretary

Brad A. Clinefelter, Vice President

PORT COMMISSION SPECIAL MEETING-- December 6, 2017

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

Present: Commissioners – Hanke and Tucker. Clinefelter present by phone
Executive Director Gibboney
Auditor Berg
Director of Operations & Business Development Englin
Attorney Lake

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Hanke called the meeting to order at 9:00 a.m. Commissioner Clinefelter joined by phone at 9:02 a.m.

II. EXECUTIVE SESSION:

Recess into Executive Session at 9:02 a.m. to discuss Collective Bargaining, pursuant to RCW 42.30.110(4)(a). Duration of one hour, with no action.

III. RECONVENING OF REGULAR SESSION:

The meeting reconvened at 10:03 a.m.

IV. NEXT PUBLIC WORKSHOP / REGULAR MEETING:

Wednesday, December 13, 2017: Workshop at 9:30 a.m., meeting at 1:00 p.m. in the Port Commission Building, 333 Benedict Street, Port Townsend, WA.

XIV. ADJOURNMENT:

The meeting adjourned at 10:03 a.m. there being no further business to come before the Commission.

ATTEST:

Stephen R. Tucker, Secretary

Peter W. Hanke, President

Brad A. Clinefelter Vice President

RESOLUTION NO. 672-17

A Resolution of the Commission of the Port of Port Townsend

RESOLUTION AMENDING RESOLUTION No. 645-16, TO MODIFY THE AMOUNT OF THE AUDITOR'S REVOLVING FUND.

WHEREAS: The Port of Port Townsend has established previously, by Resolution No. 92 an Auditor's Revolving Fund, to pay vouchers for small expenditures that cannot feasibly be postponed until the next regular meeting of the Port of Port Townsend; and

WHEREAS: the fund was also used to establish the daily working cash needed for the cash register change funds throughout the Port; and

WHEREAS: the original Resolution No. 92 was amended on April 23, 2014 by Resolution No. 613-14, to increase the authorized amount, to fund payroll direct deposit ACH, and Resolution No. 613-14 was later amended by Resolution No. 618-14 to increase the authorized amount of the Auditor's Revolving Fund from \$38,800.00 to \$48,800.00, and was later amended by Resolution No. 645-16 to increase the authorized amount of the Auditor's Revolving Fund from \$48,800.00 to \$49,250.00;

NOW, THEREFORE BE IT RESOLVED by the Port Commission of the Port of Port Townsend that Resolution No. 645-16 be amended to increase the amount used to pay vouchers for small expenditures that cannot feasibly be postponed until the next regular commission meeting, cash register change funds, and to fund payroll direct deposit ACH from \$49,250.00 to \$52,000.00, as detailed in Exhibit A which is attached hereto, and incorporated herein, by such reference.

ADOPTED this 13th day of December 2017 by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Steve Tucker, Secretary

Peter Hanke, President

Brad Clinefelter, Vice President

APPROVED AS TO FORM:

Carolyn A. Lake, Goodstein Law Group, PLLC
Port of Port Townsend
Commission Meeting

Resolution No. 672-17, ARF
12/13/2017

EXHIBIT "A"

DETAIL OF AUDITOR'S REVOLVING FUND

Auditor's Revolving Fund Checking Account	\$50,025.00
Boat Haven Cash Drawer #1*	275.00
Boat Haven Cash Drawer #2	225.00
Boat Haven Cash Drawer #3	225.00
Work Yard Cash Drawer	275.00
Point Hudson Cash Drawer #1*	275.00
Point Hudson Cash Drawer #2	225.00
Point Hudson Cash Drawer #3	225.00
Quilcene Cash Drawer	225.00
Administrative Office Postage Fund	<u>25.00</u>
Balance in Fund	\$52,000.00

**Note: Drawers #1 include \$50.00 in quarters required for change for customers.*

ACCOUNTS RECEIVABLE WRITE-OFF/COLLECTION REGISTER

December 13, 2017

The staff of the Port of Port Townsend recommends that the following accounts be written off and turned in for collection as applicable.

Account Number	Account Name	TYPE	BALANCE
4455	Anderson, James	BH Moorage	\$ 63.00
He was moored in the commercial basin from June 20 to June 21, 2015, which was an extra two days longer than he had registered, then left without paying for extra nightly moorage. Statements and letters have been sent. There was no response to phone messages. Recommend writing off the account balance.			
26764	Aukschun, K. Shane	BH Moorage	\$ 191.00
He registered to moor in slip B-117 from June 18 to June 22, 2015. He stayed until June 23, 2015 and left without paying for the extra night's moorage. Statements and letters have been sent and have been returned as undeliverable. Phone messages have been left with no response. Recommend writing off the account balance.			
41085	Bucknall, Jack	BH Moorage	\$ 78.75
On August 28, 2016 he moored in SY-E6, didn't register and left without paying for nightly moorage. Statements and letters have been sent. Phone is not in service. He was sent email notices as well. No response. Recommend writing off the account balance.			
32681	Claplanhoo, Stan	Work Yard	\$ 8,568.96
Boat went to auction December 5, 2014 and didn't sell. It has been available for sealed bids but none have been offered. Recommend writing off the account balance and sending the account to collections.			
29723	Conyers, Matthew	Kayaks	\$ 150.00
September 2015 \$20.00 monthly billing for Kayak rack. The kayak was removed without notice and the account was not paid. Late fees had accumulated to \$130.00 before being stopped. Statements and letters have been sent. Phone messages were not responded to. Recommend writing off the account balance.			
40011	Cousins, Joshua	BH Moorage	\$ 182.50
He was moored in the commercial basin, T-635, from June 11 to June 17, 2016 and left without paying for the nightly moorage. Statements and letters have been sent. No phone number on file. No response. Recommend writing off the account balance.			
3968	George, Marlin	BH Moorage	\$ 148.75
Moored on September 18, 2016 in slip A-045 and left without paying his nightly fee. He has been sent statements, letters and multiple phone messages have been left. He has never responded. Recommend writing off the account balance.			
26433	Gregory, Thomas	BH Moorage	\$ 315.00
January 17, 2017 the boat was towed in by the Coast Guard during a storm. He stayed on the Fuel Dock, F-Tran, until January 21, 2017. He did register, however it was discovered later that the address, phone number and email given was his employers. As such, when we tried to contact him regarding his account, the mail was returned, the email came back as undeliverable and we were told by his employer that he no longer worked for him. The employer did not have a forwarding address. Recommend writing off the account balance.			
17765	Hagy-Frazer, Oreda	BH Moorage	\$ 392.95
May 19, 2016 this boat was brought in by Vessel Assist and was here for 5 days while repairs were being done on the boat. They faxed their insurance the damage information from the moorage office. The moorage office was told the insurance would pay, however they did not leave any information to do a follow up with the insurance company. Statements have been emailed to the owner and letters have been sent. Phone messages have been left and no response. Recommend writing off the account balance and sending the account to collections.			
41893	Heacock, Derek	PH Moorage	\$ 292.50
Was a monthly guest until April 18, 2017. He left owing the last month. His statements were emailed and past due notices were emailed. He has never responded. Phone messages were not returned. Recommend writing off the account balance and sending the account to collections.			
2205	Heckman, James M.	Property	\$ 50,580.33
The lease was vacated October 2, 2015 which was prior to the expiration term. Account was billed until December 31, 2015. The account was past due when the lease was vacated and the account was billed until a new tenant could be found. Recommend writing off the account balance. Bankruptcy has been filed so the account will not go to collections.			
12511	Janasak, Chris	BH Moorage	\$ 180.08
On August 24, 2015 he moored in the commercial basin, M-019, and did not register at the office then left without paying for nightly moorage. He has been a customer of the Port's in the past so we have his personal information on file. Statements have been emailed and letters have been sent. Phone messages have been left and he has not responded. Recommend writing off the account balance.			
20078	Jefferson, Thomas	BH Moorage	\$ 122.50
April 8, 2016 he moored in the commercial basin, M-001. He didn't register, even after his boat was tagged to come up to the Moorage Office, and left without paying for nightly moorage. Statements and letters have been sent. Phone is not in service. No response. Recommend writing off the account balance.			
41186	Kirul, Kristin	BH Moorage	\$ 54.25
August 28, 2016 he self registered for slip A-022 and short paid on the nightly moorage. He left before staff could get to his boat to explain the discrepancy. Statements and letters have been sent but were returned as undeliverable. Phone is not in service. Recommend writing off the account balance.			
6378	Moe, David	BH Moorage	\$ 972.51
He was over 60 days past due on his account when he left in May 2015. He left without notice and did not settle his account before leaving. He was contacted he set up a payment schedule with the Port but did not follow thru. Statements and letters were sent. Phone messages were left. He has not responded. Recommend writing off the account balance and sending the account to collections.			
35557	Nadge, Rob	Work Yard	\$ 3,146.82
Boat went to auction December 4, 2015 and didn't sell. Demolition is in progress on this boat. Recommend writing off the account balance and sending the account to collections.			

**ACCOUNTS RECEIVABLE
WRITE-OFF/COLLECTION REGISTER**

December 13, 2017

The staff of the Port of Port Townsend recommends that the following accounts be written off and turned in for collection as applicable.

Account Number	Account Name	TYPE	BALANCE
13915	Ohman, Adin	Work Yard	\$ 6,215.16
21234	Parker, Andy	PH Moorage	\$ 85.00
42669	Seafarms Pacific Inc.	BH Moorage	\$ 4,775.69
29154	Strolberg, Paul	BH Moorage	\$ 2,253.65
29324	Wang, Donald	Work Yard	\$ 5,609.19
27177	Wiley, Lester C.	Work Yard	\$ 4,550.10
41050	Wings of a Dove LLC	Work Yard	\$ 4,484.60
23007	Woodman, Marshall	Work Yard	\$ 3,826.77
TOTAL:			\$ 97,240.06

Boat went to auction December 4, 2015 and didn't sell. It has been available for sealed bids but none have been offered. Recommend writing off the account balance and sending the account to collections.
Billing for a "NO SHOW". Customer was billed for two slips as per their reservation. Statements have been sent. Recommend writing off the account balance.

April 12, 2017 - Gary Engman - "LIGHTING" - Moored but did not register. It was discovered that the boat was not registered to him or his company. With this discovery it was also found out that he had bad debt with other marinas all along the west coast. On May 25, 2017 he was given a three-day notice to vacate. He did leave the Port but failed to pay. Statements were mailed to a local address that he gave as his address. Certified letters have been mailed to the local and various other addresses with the return receipts signed and mailed back to the Port, however we have had no response from him. Recommend writing off the account balance and sending to collections.
On September 23, 2016 his boat was brought in by the sheriff's department. He was incarcerated. The boat was put in dry dock and when he was released he wanted to claim his boat. His boat was returned to the water. He left the Port February 14, 2017 and kept returning to the Port. He was finally ejected from the Port areas on October 31, 2017. His account remains unpaid. His statements and all letters mailed have been returned. Recommend writing off the account balance and send to collections.

Boat went to auction December 4, 2015 due to non-payment but did not sell. It was sold later by sealed bid. Recommend writing off the account balance and sending the account to collections.
Boat went to auction December 5, 2014 and didn't sell. It has been available for sealed bids but none have been offered. Recommend writing off the account balance and sending the account to collections.
September 23, 2016 the Port took possession of a boat and boat house unmoored and adrift against the Port's Mats Mats Boat launch. Due to non-payment of the associated charges, past and present, the boat was impounded. Once impounded the boat and boat house was set to be sold by sealed bid on July 5, 2017. There were no sealed bid offers made. Recommend writing off the account balance and send to collections.
Boat was too damaged by fire and was abandoned by owner; it went to auction December 5, 2014 and did not sell. The boat was demolished on April 19, 2016. Recommend writing off the account balance.

<p>S. Abigail Berg Director of Finance & Admin.</p>	<p>Sam Gibboney Executive Director</p>
<p>Port Attorney</p>	<p>Stephen R. Tucker Secretary</p>
<p>Peter W. Hanke President</p>	<p>Brad A. Clinefelter Vice - President</p>

DATE:

PORT OF PORT TOWNSEND

MEETING OF: December 13, 2017

AGENDA ITEM: VII. Regular Business
A. Labor Agreement

BACKGROUND:

The current agreement between the Port of Port Townsend and the Teamsters Local 589 expires December 31, 2017. Port staff and union representatives have met regularly since September to develop a new agreement. Bargaining unit members representing moorage, yard, and maintenance were Sean Smith, David Johnson and Chuck Fauls along with Teamster Business Representative Richard Stone. Port Management was represented by Sam Gibboney, Greg Englin and Abigail Berg, along with a human resources consultant, Mr. Larry Boone.

We entered negotiations with the intent of continuing or improving good labor relations between management and our represented employees. Labor law mandates that both parties bargain in good faith, and it is evident that both parties met this standard.

The proposed contract is attached. The Commission was briefed in executive session. The membership of Teamsters Local 589 has voted affirmatively to ratify the contract.

Key Issues

1. The Port requested and gained union approval to move two manager positions out of the bargaining unit and make them exempt.
2. In a related change, the Port agreed to eliminate the position of Customer Service Manager (an exempt position) and to create a position of Customer Service Representative II (CSR II). This position would be part of the bargaining unit. This position would have additional duties beyond those of the Customer Service Representative (CSR), serve as a lead for the CSR's and be able to fill in for the Business Manager. It also allows for growth and leadership potential. There would be only one CSR II.
3. A draft org chart incorporating the above changes is included for Commission consideration and approval in the subsequent agenda item.
4. Compensation - A Port that aspires to growth, excellent community service and efficient stewardship of community resources requires highly engaged employees.
 - o Significant changes were made to the wage table. Grades and salary ranges for each position were reviewed and revised. The existing "quarter step" and "half step" increments were eliminated.
 - o Changes were made to clarify the language on how represented employees can advance through the steps in grade and the merit portion of the wage table.

- A formal project compensation opportunity was introduced that allows some creative employees to receive a one-time payment for performing pre-approved cost saving and/or revenue and customer service enhancing projects that are above the already high expectations of the employee's job.
 - The proposed wage table represents a consensus between the union and management that is up to date and based upon comparable positions.
 - The new agreement has the same CPI wording that existed in the current Agreement. Based on June to June CPI, this will result in a 3% CPI increase in January 2018.
5. The employer contribution towards medical premiums was maintained at 80%.
 6. Sick leave buy-out allows four days' sick to be traded for one day of vacation.
 7. A longevity bonus will be awarded on a one-time basis for 10, 15, 20+ year employees.
 8. Severance will be pro-rated severance so employees with over three years get one week's pay per continuous year of service up to 12 weeks. The union tentatively agreed.

Summary

In summary, this year's negotiations were a respectful exchange of give and take.

We would like to point out that the Teamsters business representative, Richard, and the three shop stewards at the table were professional throughout negotiations. We believe relations between the union and Port improved during negotiations and both sides walked away with a better understanding and appreciation for our joint business operations, as well as challenges and opportunities.

Recommendation

Adopt the Labor Agreement between the Port and Teamsters Local 589 as presented.

AGREEMENT

By and Between
PORT OF PORT TOWNSEND
and

Teamsters Local 589

For the Period January 1, 2018 through December 31, 2020



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PREAMBLE: This Agreement is made and entered by and between the Port of Port Townsend, hereafter referred to as the "Port" and the Teamsters' Local Union No. 589, hereinafter referred to as "Union". The purpose of this Agreement is to promote harmonious relations between the Port and employees covered by this Agreement; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries, benefits, hours of work, and other terms and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 The Port recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and part-time employees of the Port of Port Townsend, which are identified in the Classification Appendix to this Agreement, Appendix B. Employees covered by this Agreement shall not include contract employees, positions funded by one-time state or federal grant money, and temporary employees who work less than twelve (12) calendar months. Temporary employees will not be appointed to fill a position above the entry level unless it is determined that qualified regular employees are not available to fill the higher position.

1.2 Any questions or disputes concerning representation shall be treated as a grievance and resolved according to the grievance procedure provided within this agreement.

ARTICLE 2 - UNION SECURITY

2.1 It shall be a condition of employment that all members of the Bargaining Unit who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing and those who are not members on the effective date of the agreement shall on the 31st day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members of the Bargaining Unit hired on or after the effective date shall on the 31st day following the beginning of such employment become and remain members in good standing in the Union, provided that, if a Port employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, such Port employee shall pay an amount of money equivalent to the regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Port and the Union. The Port shall furnish written proof to the Union that such payment has been made. If the Port and the Union do not reach an agreement on the choice of the non-religious charity to which the union dues and initiation fees are to be paid, the Washington State Public Employment Relations Commission shall designate the charitable organization.

ARTICLE 3 - NON-DISCRIMINATION

3.1 There shall be no discrimination by the Port or the Union against any employee engaging in lawful Union activity.

3.2 Neither the Port nor the Union shall unlawfully discriminate in matters of hiring, training,

promotion, transfer, layoff, discipline, dismissal or otherwise because of age, sex, sexual orientation, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap.

ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 Subject only to the terms and conditions of the Agreement all of management's inherent rights, powers, and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Port. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, and business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any work; the right to make and enforce reasonable work rules and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work; and the right to control the scheduling and record thereof; the right to determine the number of employees and the direction of the working forces; and the right to hire, select and train, discipline, suspend, discharge for cause, assign, promote, retire, and transfer its employees.

4.2 The Port and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.3 The Port agrees that employees will not be laid off as a direct result of a decision to subcontract portions of the work of the Port.

ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS

5.1 Employees shall report all on the job injuries to their immediate supervisor and shall fully complete appropriate accident forms. Such injury shall be subject to the provisions of Workmen's Compensation benefits.

5.2 Duly authorized representatives of the Union shall be permitted access to the properties of the Port at reasonable times for the purpose of observing working conditions and transacting Union business, provided, however, that the Union Representative first secures approval from a designated Port Representative and that no interference with the work of employees or the proper operation of the Port shall result.

5.3 The Port agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.

5.4 The Union shall be permitted to establish job stewards. The duties of the job steward shall be to give the Union notice of new employees hired and to receive complaints which will be communicated to the Business Agent of the Union, who in turn will take the matter up with the Port. The job steward may sign up new members. There shall be no loss of productivity by the shop steward or steward activities will be off the clock and uncompensated by the Port.

5.4.1 An employee in the Bargaining Unit (Shop Steward and/or member of the negotiating committee)

may be granted reasonable time-off (on Ports time) while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting, labor-management meeting, **provided:**

1. They notify Port Executive Director/Manager, at least twenty-four (24) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
2. The Employer is able to properly staff the employee's job duties during the time-off period.

5.5 Except as provided by separate letter employee wages and conditions shall be pursuant to this Agreement.

5.6 Dues Check Off.

5.6.1 The Port will deduct regular Union initiation fees and dues when presented an authorization card signed by the employee.

5.6.2 The Union will supply the Port signed payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues for the Port's records.

5.6.3 Monies so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. Provided, however, employees who sign an authorization form may not revoke such authorization for the duration of this Agreement.

5.6.4 The Union agreed to indemnify and hold the Port harmless from any and all claims arising from the Port deducting dues, fees, etc. and tendering same to the Union as required by this Section 5.6 et. sequentia.

5.7 The Port will comply with all State and Federal Safety standards in accordance with its knowledge of same.

5.8 The Port shall provide sanitary facilities for all employees unless such a requirement is unduly burdensome.

ARTICLE 6 – WAGES

6.1 See Appendix "A" for Wage Schedule.

6.2 See Appendix "B" for Classification Schedule.

6.3 No employee shall suffer a reduction in pay due to being assigned to a lower paid position on a temporary basis.

6.4 **Out of Class Pay:** Employees designated by management for one week or more to substitute for their supervisor/management will receive a 10% premium for hours worked during such period designation. Employees assigned with mutual agreement between employer and employee in writing to perform duties in a higher classification and job description for 5 or more continuous days shall be paid no less than an additional 5% for each hour the employee performs work in the higher classification.

6.5 LONGEVITY PAY- Effective with the ratification of the 2018-2020 union contract, employees with 10 or more full years of continuous service will receive a one-time longevity bonus at each milestone as outlined below:

Ten years employment	\$800.00
Fifteen years employment	\$1,000.00
Twenty years employment	\$1,200.00

ARTICLE 7 - SENIORITY, TRIAL PERIOD, & PROMOTIONS

7.1 No employee shall have their seniority established prior to completing six (6) months continuous employment with the Port. Both the Port and the Union recognize the importance of filling each job position with the most capable individual available. In promoting, the Port will recognize skill and seniority of the applying employee. Seniority according to this agreement shall consist of continuous employment with the Port beginning with the date of most recent hire into a regular position. Seniority shall not be lost because of absence due to illness, injury, authorized leave of absence or temporary layoff of less than thirteen (13) months. After thirteen (13) months of absence from the job, unless extended by the Port and Union in writing, seniority shall be broken and lost.

7.1.1 The Port agrees that in the event a new position is to be advertised for employment the Port will, when reasonable to do so, post a notice in house of the vacancy at least 14 days prior to the public notice of the vacancy. If employee applies for the open position through the written application process he/she will receive a written letter that management has received and reviewed their desire for the open position.

7.2 Employees being promoted to a regular higher classification shall have a six (6) month trial period. If the employee does not complete the probationary period, said employee shall be returned to their previously held position.

7.3 Temporary employees hired on a regular basis shall receive credit for all continuous, uninterrupted time served for the Port beginning with the most recent hire date.

7.4 Employees shall receive credit for full time employment from their last date of hire.

7.5 Trial Period. Each employee shall serve a trial period of six (6) calendar months after first being appointed to a regular position. Such trial period may be extended once by the Port upon notification of the Union not later than two (2) calendar weeks prior to the completion of the original trial period. If the trial period is extended the notice shall contain the reason for the extension, the length of extension and a copy of the notice will be provided to the affected employee.

7.6 Due to the ever changing needs of the Port and advances in equipment, materials, tools, technology, and environmental concerns, the Port recognizes the need to train its employees, and will provide training as new and different positions, equipment, materials, tools and technologies are utilized and new and existing environmental concerns are addressed.

7.7 During employment it is recognized that performance reviews will be needed to assess how all

employees are doing in their assigned job classification. These reviews will be evaluated annually, in the month of their anniversary date. Employees will be notified forty eight (48) hours in advance of a scheduled performance evaluation review session and will have 2 working days upon the conclusion of the session to review the performance evaluation report and provide any written response. The 2 working days window may be extended by written mutual agreement between the employee and employer. Each employee will be evaluated according to their job description and how well they perform related to it. Should anyone be performing work outside of, or in addition to their job description that too will be evaluated and reviewed. It is the Employer Responsibility to ensure that the evaluation process is concluded within the anniversary month.

ARTICLE 8 - LAYOFF

8.1 When in the sole opinion of management it is necessary or advisable to reduce the workforce, the Union shall be notified and the following procedure shall be implemented. Long-term layoffs (over 2 weeks) will be preceded with a two week notice unless the employee is on short term layoff.

8.2 The Executive Director shall select the positions or classifications that will be laid off. If the position of a regular employee is laid off and the employee occupying the position has within the past two (2) years successfully performed the functions of another position which is not subject to the Reduction In Force (RIF) and the employee in the RIF position has greater seniority than the person occupying the non-RIF positions then the person occupying the position or classification to be RIF'd shall bump down to a lower position chosen by the employee, which that employee previously held within the department. A laid off employee may bump to a formerly held, equal or lower paid position which is outside the department and within the bargaining unit, provided that the employee's performance was previously satisfactory in that position, the employee is qualified to perform all the duties of the bumped position (i.e.: possesses required licenses and certifications) and performed the job within the prior five (5) years. The foregoing process shall also apply to persons bumped out of their positions by a senior employee. The last person(s) bumped shall have the least seniority and shall be the person(s) laid off. There shall be no bumping to a higher paid position. Employees bumped into a lower paid classified positions shall be paid at the wage rate appropriate to the employees resulting classification.

8.3 For up to thirteen (13) months after layoff, employees shall be informed, by mail to the address on file, of openings in positions or classifications for which the employee is qualified. The employee shall keep the Port Executive Director's or Designee office informed of the current address. During this thirteen (13) month period, laid off employees shall fill openings for which the employee is qualified.

ARTICLE 9 - HOURS OF WORK AND OVERTIME COMPENSATION

9.1 Five (5) consecutive days of, eight (8) consecutive hours (5-8's), or four (4) consecutive days of ten (10) consecutive hours (4-10's) shall constitute a week's work. Provided, however, when the needs of public require a non-consecutive work week same is permitted and shall be filled by reverse seniority or volunteers from among those working in the affected classification, after negotiating with the Union and obtaining agreement, provided, further, the Union will not unduly withhold agreement.

9.2 Overtime hours are those work hours which employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a work day for those employees assigned to 5-8's or after ten (10) hours in a day for those employees assigned to a 4-10's.

9.3 Overtime hours worked shall be paid at the rate of time and one-half the employee's regular rate of pay. For all scheduled hours worked on Saturday & Sunday, an additional \$1.50 per hour will be paid.

9.4 Overtime pay shall not be compounded with any other form of premium compensation paid to the employee (excepting 9.3 above).

9.5 Those employees who are required to work overtime shall be granted a thirty (30) minute unpaid meal period for each four (4) hours of continuous overtime.

9.6 Failure to Report: Employees unable to report for work at their scheduled starting time shall report their absence to their Supervisor as soon as it is known they will not be able to report on time. Failure to report is a serious offense and will be dealt with as outlined in the Personnel handbook, the Standards of Conduct section which addresses progressive discipline. Circumstances beyond the control of the employee shall be dealt with on a case by case basis.

9.7 Employees will be given notice of schedule changes as promptly as possible but, not less than 24 hours. (Schedule change does NOT include changing work location, only days worked).

9.8 Regular employees shall be guaranteed 40 hours' work or pay, except for shift rotation or when given notice of a short week in the prior week.

ARTICLE 10 - COMP-TIME

10.1 Employees may take paid compensatory time off (comp-time) at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. Employees desiring comp-time will complete a comp-time agreement form. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp-time. Additional hours shall be paid for at the overtime rate.

10.2 An employee on comp-time off shall be deemed to be on official leave with pay status.

10.3 An employee who notifies their Department Head promptly or substantiates to the satisfaction of their Department Head they were sick on a scheduled day of comp-time off may request that a day of sick leave be taken rather than previously scheduled comp-time.

10.4 An employee may choose to add comp-time to their bank as long as their bank does not exceed the forty (40) hour maximum per year.

10.5 Comp-time can be carried over from month to month, with no more than forty (40) hours being carried over.

10.6 All comp time must be used by the end of the calendar year in which it was earned. In the event that the employee has comp time on the books, the employer will pay out all such accrued comp time as of the end of the first pay period in December of each year of the agreement.

10.7 Comp-time shall be used by mutual agreement and generally is to be scheduled for use during non-peak seasons of the year.

10.8 Comp-time should be used before vacation time.

10.9 All comp-time earned and used should be recorded on the employee's time sheet.

ARTICLE 11 - CALL BACK/ CALL OUT TIME

11.1 An employee required to report for duty after leaving work or on any scheduled day off shall be guaranteed two hours call time paid at time and one half. An employee required to remain after his regular shift shall be paid at the overtime rate of time and one half for the overtime actually worked. No employee shall be required to be out at night alone during a storm, and upon employee request the Port agrees to call out a second employee to work with the first when required for safety reasons.

ARTICLE 12 - STANDBY

12.1 Employees required by their supervisor to be on "duty ready standby" and have their movement restricted shall be paid one dollar and 50 cents \$1.50 per hour for all hours required to be on standby status. Restricted movement is defined by FLSA.

12.2 Employees advised of potential work opportunities and asked to call in are not on standby.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Either party to this Agreement, or an employee, may file a grievance for alleged violation of this Agreement. Grievance shall be specific and not general. Grievances shall cite the section(s) of the Agreement violated, who were involved, why the action is deemed to be a violation of this Agreement and the specific remedy sought.

13.2 Grievances may be settled with the Department Head on an informal, non-precedent setting, basis.

13.3 Grievances not settled per 13.2 shall be reduced to writing and submitted to the appropriate Port Director not more than twenty (20) days from occurrence, or knowledge of occurrence, or ten (10) days from discipline or seniority, or within thirty (30) days of the receipt of pay in the case of a money claim.

13.4 Grievances not settled per 13.3 shall be reduced to writing and submitted to the Port Executive Director not more than twenty (20) days from decision, or knowledge of decision, or ten (10) days from discipline or seniority, or within thirty days (30) of the receipt of pay in the case of a money claim.

13.5 PARTIES RIGHTS AND RESTRICTIONS:

- a. Either party to the Agreement may file a grievance against the other, or an employee may file against either party.
- b. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- c. Any party to a grievance may have a representative present at all steps of the grievance procedure.
- d. Reasonable time in processing a grievance will be allowed during regular working hours for the

shop steward, with advanced supervisory approval.

e. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Port.

f. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.

g. Confidential Communication: Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance or any communication between management and any management representative will be defined as confidential and unavailable to the opposing party.

h. Any and all time limits specified in the grievance procedure may be extended by mutual written or emailed agreement of the parties. Failure by the employee, employer, or Union to submit the grievance in accordance with these time limits or to move the grievance to subsequent steps in accordance with these time limits without such waiver will constitute an abandonment of the grievance.

13. 6 Steps in the Grievance Procedure:

Step 1 Informal: The employee and/or their representative shall report within twenty (20) days from the occurrence of the incident on which a complaint is based, or within twenty (20) days of the employee's or parties knowledge of the occurrence. If the complaint is an employee complaint the employee and/or their representative will promptly and verbally meet to discuss the complaint with the employee's Department Head. The Department Head will verbally decide on the complaint to the employee and the representative involved.

Step 2 Formal: If a party to the grievance feels Step 1 has not resolved the grievance, the party may appeal to the appropriate Port Director . There shall be a formal meeting with the employee, if any, and their representative, if requested, within twenty (20) days from the date of the appeal receipt. A decision shall be made, in writing, to the petitioning party by the responding party within twenty (20) days from the close of the formal meeting.

Step 3 Formal: If a party to the grievance feels Step 2 has not resolved the grievance, the party may appeal to the highest level of management of the Port or Union as the case may be. There shall be a formal meeting with the employee, and or their representative, if requested, within ten (10) working days from the date of the appeal receipt. A decision shall be made, in writing, to the petitioning party by the responding party within ten (10) working days from the close of the formal meeting.

Step 4 Board of Adjustment: A Board of Adjustment shall be comprised of two members appointed by the Port and two members appointed by the Union. If the Board is not able to resolve the issue, the Board shall select a fifth member with industry experience, if available. If a fifth member cannot be agreed to Step 3 shall apply. Should the Board decide the matter, such decision shall be final and binding on the Port, Union and Grievant and Step 3 shall not apply to any grievance decided by the Board of Adjustment. The Board once constituted shall resolve all matters of procedure, evidence, continuance and related procedural issues. All decisions of the Board shall be made in executive session called by the Board and there shall be no record of such executive session.

Step 5 Binding Arbitration: If the grievance is not satisfied with a decision at Step 2 within ten (20) working days after receipt of the decision, the petitioning party may submit the grievance to binding arbitration. For purposes of selecting an arbitrator, the parties agree to use a list of eleven (11) local

names (Western Washington) obtained from the Federal Mediation and Conciliation Service (FMCS).

If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the Port and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by the requesting party. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement or amend the written grievance.

ARTICLE 14 – SICK LEAVE

14. Illness, or injury leave is provided at the rate of eight (8) hours for each month of employment for regular employees with an assignment of forty (40) hours per week. Regular employees with an assignment of less than (40) hours per week shall be granted credits pro rata. Credits may be accumulated and carried over to succeeding calendar years. There is no limit to the number of sick leave hours an employee may accrue for actual sick leave purposes. For sick leave cash out in Section 14.4, cash out percentages are subject to accrual limit of 500 hours.

14.1 The accrual rate of eight (8) hours for each month of employment shall be ten (10) hours for regular employees hired before March 1, 1993.

14.2 Employees shall be allowed “First Day” sick leave with compensation for eligible absences up to the amount of their earned sick leave credits under the following conditions.

- a. During an illness or injury which has incapacitated the employee from performing their duties.
- b. During the infectious period following the exposure of an employee to a contagious disease during which their attendance on duty would jeopardize the health of fellow employees or the public.
- c. During periods of maternity, a female employee may use accrued sick leave before delivery and six (6) weeks after delivery or two weeks for adoption or as medically necessary. For male employees up to two (2) weeks may be taken in conjunction with birth or adoption of infant child. Additional leave or leave with pay may be granted by the Executive Director.

Employees are encouraged to accrue their sick leave so that leave will be available for emergencies.

When an employee applies for use of sick leave credits of three (3) days or more, the Port may request documentation from a physician stating the medical reason requiring absence from work. When possible, employees will be advised to obtain documentation before they return to work.

If an employee has been seriously ill or has had a severe injury, before the employee returns to work, the Port may request confirmation from a physician that the employee is physically able to return to their normal work. Sick leave shall continue until physician confirmation of ability to return to work is obtained.

No provision in this agreement shall restrict the Employers ability to cooperate with a workman compensation program for employee return to work when such program is in the interest of the Employer and approved by the workers compensation program.

Once, in April of each year, Employees may convert sick leave with a ratio of four (4) days of sick for 1

day off into vacation. You must keep a bank of at least two hundred and forty (240) hours of sick leave or higher after converting. At the beginning of each April, Payroll will provide each eligible employee their sick leave balance. By the end of April, any requests for conversion must have been submitted to Payroll and will be applied as of the beginning of May.

14.3 Employees suffering illness or injury compensable under the State industrial insurance shall be allowed to use illness, injury or emergency leave until the disability becomes permanent or to the amount of their earned credit less any industrial insurance payments for which they are eligible. The Port may satisfy this Section by paying from the Sick Leave bank of an employee only the difference between the amount of L&I compensation and the employee's regular compensation. In such case employees will retain their L&I check and present a copy to the Port to insure proper payment of the difference.

14.4 At the time of separation of employment, sick leave which the employee has accrued shall be paid out to him or her, per the following schedule:

- a. During the first 60 months of continuous employment with the Port: 25% of current sick leave balance, subject to 500 hour maximum accrual.
 - b. Beginning with the start of the 61st month thru completion of the 120th month of continuous employment with the Port: 35% of current sick leave balance, subject to 500 hour maximum accrual.
 - c. Beginning with the start of the 121st month of continuous employment with the Port: 50% of current sick leave balance, subject to 500 hour maximum accrual.
- Sick leave compensation will not be paid to any employees that are terminated for cause.

ARTICLE 15 – VACATIONS

15.1 Vacation leave credits will be allowed each regular employee in proportion to the hours worked on the following basis:

0-3 yrs.	6.66 hours per month or 80 hours per year.
4-5 yrs.	8 hours per month or 96 hours per year.
6-7 yrs.	10 hours per month or 120 hours per year.
8-10 yrs.	11.66 hours per month or 140 hours per year.
11-15 yrs.	13.33 hours per month or 160 hours per year.
16-20 yrs.	15 hours per month or 180 hours per year.
20+	16.66 hours per month or 200 hours per year.

Prorate credit will be based on employee compensable hours per month divided by 173, times the listed credits.

15.2 Employees shall accrue vacation leave credits on a monthly basis based on compensable hours. The accrual rates shall change (according to the above schedule) on the employee's anniversary date of employment.

15.3 When eligible under this Agreement, employees may accrue vacation leave credits up to 320 hours. All hours in excess of 320 hours on the employee's anniversary date will be forfeited. Employees, with over 80 hours of accrued vacation leave, may cash in accrued leave at their regular pay rate if they have taken the required minimum vacations as defined in the Personnel Policy Manual and have at least 40 hours of leave remaining.

15.4 Vacations shall be scheduled at times mutually agreed to between the employee and the supervisor within the scheduling requirements of the Port.

15.4.1 Employees will request vacation at least 2 weeks prior to the desired date and the Port will reply within 4 working days of the request.

15.5 Regular employees upon separation from employment with the Port after six (6) months of continuous service will be paid the value of vacation leave credits earned.

15.6 In the event of the employee's death, all accrued and unused vacation leave credits shall be paid to the employee's beneficiary.

15.7 Recall of employees on vacation will be pursuant to the call back provisions at Section 11.1.

15.8 Any employee who was not allowed to take vacation will not be subject to 15.3 above, and will be allowed to cash out up to an amount equal to their annual accrued hours of vacation, over 320 hours but to no less than 40 hours based on their anniversary date. This does not apply to PERS I employees.

ARTICLE 16 – HOLIDAYS

16.1 All employees shall be granted, with pay, those holidays assigned below:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	
Christmas Day	December 25
December 24 or 26	Varies with the year

16.2 Floating Holidays - One (1) floating holiday shall be granted and selected at the option of the employee with one (1) week's prior notice and approval of the Department Head. To be eligible to receive the floating holidays, a new employee must be on the payroll for twelve (12) months. These holidays must be used by December 31st of each year, or be lost. The Department Head may authorize exceptions to this rule and allow individual employees to "carry over" floating holidays on a case by case basis.

16.3 Holidays Observed - When a holiday falls on a Saturday, the preceding Friday shall be observed

by those employees who work a regular Monday through Friday schedule and when one of the holidays falls on Sunday, those employees shall observe the holiday on the following Monday. The employees will be giving 10 days notification on the days observed.

16.4 An employee will not receive holiday pay if the employee is absent on their first scheduled work day prior to the holiday or their first scheduled workday following the holiday and that absence is unexcused. Employees on "leave of absence without pay" or lay off shall not receive holiday pay.

16.5 Employees who work on a designated holiday shall be paid for the hours worked on such holiday at one and one-half (1-1/2) times their regular rate of pay per hour.

16.6 When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation.

16.7 Regular part-time employees will be paid prorata for holidays if the holiday would be part of the regular work schedule based on their normal work week.

ARTICLE 17 - EMERGENCY LEAVE

17.1 Emergency leave may be used by an employee under the following general conditions:

a. The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.

b. The problem cannot be one of minor importance or mere inconvenience, but must be serious.

17.2 Leave for emergency will be charged against vacation leave credits accumulated by the employee. If conditions (a) and (b) exist and employee does not have sufficient leave credits, employee may take leave without pay or received credits through the leave credits program. If approved by the Port Executive Director or Designee.

ARTICLE 18 - BEREAVEMENT LEAVE

18.1 Bereavement leave shall be authorized to regular employees for a maximum of five (5) paid days per event, per calendar year on the death of a member of the employee's immediate family, which is defined as follows: husband, wife, grandparent, parent, child, grandchild, brother, sister, mother in law, father in law, domestic partner, and step relations of the same degree. Bereavement leave shall be non-accumulative and shall not be deducted from the employee's accumulated sick or regular leave.

ARTICLE 19 - JURY DUTY

19.1 An employee called for jury duty in any municipal, county, state or federal court shall advise the Port upon receipt of such call and, if taken from work for such jury duty, shall be paid their regular compensation minus any compensation received from jury duty. The employee must provide documentation to the Port of the amount of compensation received for jury duty.

ARTICLE 20 - MILITARY LEAVE

20.1 Any employee who is a member of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or Armed Forces of United States shall be entitled to military leave with pay for a period not to exceed fifteen (15) days during any calendar year in order that the employee may take part in required active training duty. Such military leave shall be granted pursuant to the provisions of Revised Code of Washington 38.40. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States or the United States Public Health Service may seek leave of absence for a period not to exceed the actual tour of duty, service or training, and upon return shall be entitled to re-employment providing the individual complies with the provisions of the Revised Code of Washington 73.16, or as hereafter amended. For purposes of this Section fifteen (15) days shall mean fifteen (15) calendar days beginning with the first (1st) day of absence from employment.

ARTICLE 21 - LEAVE OF ABSENCE

21.1 A leave of absence may be requested by any regular employee. The decision as to whether or not such leave of absence will be granted is with the Port Executive Director or Designee. No leave of absence shall exceed a period of thirteen (13) months. Any request for leave of absence shall be in writing, and that writing shall state the time period for which the request is made. The granting of any such request for leave of absence shall also be in writing and signed by the Port Executive Director. Any leave of absence shall be without pay and all Port benefits of the employee shall cease during the period of the leave of absence. The employee may, if satisfactory arrangements can be made, continue insurance plans in effect by prepayment of the insurance premiums. Where the leave of absence does not exceed fifteen (15) days, the Port Executive Director or Designee may authorize payment of fringe benefits at his/her discretion.

ARTICLE 22 - HEALTH AND WELFARE

22.1 The Port offers medical and associated health insurance coverage for all regular employees and eligible dependents (at least 80 hours in any month). Coverage becomes effective on the first day of the month following the inception of regular employment, with the Port paying the insurance premiums.

22.2 The Port may change plans or providers with approval by a majority of the members. The Union shall be given ninety (90) days' notice of the intended change and given an opportunity to suggest alternative courses of action by the Port.

22.3 Effective after ratification in, 2018, for hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Medical Plan B, said payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month. In addition to the basic provisions of the Plan B (\$ 1191.30) the following optional benefits shall be a part of the benefits: 9 month disability premium waver \$11.40 per month, Plan C Employee Time Loss benefit \$8.00 per month, and \$30,000 of employee Life/AD&D insurance @ \$8.60 per month. As of 1/1/18 the monthly cost of this package is a total monthly contribution of \$1,321.70.

22.4 Effective January 1, 2018, based on December 2017 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month,

into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Dental Plan B, at a cost of \$87.50 per month, payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month.

22.5 Effective January 1, 2018, based on December 2017 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Vision Plan EXT, at a cost of \$14.90 per month, payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month.

22.6 Port shall, for the duration of the agreement, provide (80%) of all Medical Dental and Vision premiums associated with providing the benefits described in Article 22.3, 22.4 and 22.5 above. Likewise, the employees shall, for the duration of the agreement, provide the balance of the premiums associated with maintaining the benefits described in 22.3, 22.4 and 22.5 above to make policy premiums whole this amount will be equal to 20% of the cost of the total medical benefit. The Port agrees to take reasonable steps to permit the employee cost of medical to be paid (deducted) on a pretax basis and at no additional cost to the Port.

ARTICLE 23 – SEVERANCE PACKAGE

23.1 In the event of a RIF or Reorganization, a pro-rated Severance Package equal to 1 week's wages and benefits per year of service, up to a max of 12 weeks, will be given to all separated employees of the Port who have 3 years of continuous service or more.

ARTICLE 24 - WHISTLE BLOWER PROTECTION

24.1 The Port and Union agree that any bargaining unit member having information regarding the wrongdoing of an employee or official shall not be discriminated against for "blowing the whistle". The Port agrees to comply with all federal and state statues regarding Whistle Blowers.

ARTICLE 25 - PERSONNEL POLICY

25.1 Except as provided herein the Port's personnel policy shall apply to employee matters.

ARTICLE 26 - TERM OF AGREEMENT

26.1 This agreement shall be effective upon its execution and shall continue in full force and effect to and including December 31, 2020. Should either party desire to modify or terminate this agreement on December 31, 2020, it shall serve written notice at least one-hundred eighty (180) days prior to this date. This agreement may be extended by mutual agreement through the end of 2021.

ARTICLE 27- SEVERABILITY AND SUPERIORITY

27.1 In the event that any portion of this Agreement is ruled invalid by the highest Court of Complaint jurisdiction, the remainder of the Agreement or its application to any other party, person, or circumstance shall not be affected. If any portion is ruled invalid, the Union and the Port shall meet and expeditiously proceed to negotiate a replacement provision.

Signed this _____ day of _____, 2017.

TEAMSTERS LOCAL UNION 589

PORT OF PORT TOWNSEND

Secretary Treasure Mark Fuller

Executive Director Sam Gibboney

Appendix A,

This wage table will be increased by 100% of the Seattle Tacoma Bremerton Bi-Monthly Data June to June, in January 1, 2019, and January 1, 2020 with 2% Minimum to a Maximum of 5%. This will continue for the life of the agreement. Cola Calculation Effective 1/1/2018 June-June at 100% CPI = 3% which is included in the wage table below.

A.1 Employees shall move through the salary schedule steps as defined below upon completion of a satisfactory evaluation in accordance with the below.

Step 1 Is the entry level where qualified employees usually start.

In general steps 2 and 3 reflect an accumulation of job skill, port knowledge, and time in service.

Step 4 Reflects utilization of skills and port knowledge closer to fully meeting expectations.

Step 5 Reflects fully meeting all expectations of the job. This describes an employee who is fully skilled, motivated, and creative, understands port operations, can perform all aspects of the job well, is a team player, and provides excellent customer service.

Steps 6-8 Reflect superior performance based on advanced skills and experience. These are usually individuals who demonstrate personal initiative by taking advanced classed in their field and considered knowledge and skills experts. They actively train and share their knowledge with peers.

Steps 9-10 reflect exceptional performance, attitude and role modeling. They often step up and perform work above their grade. Port customers and stakeholders often recognize them for outstanding customer service. These are the people others go to for advice and assistance with the most complex and difficult problems and issues. (These people are ready for internal or external promotion).

A.1.1 At the end of the first year of employment with the Port and each subsequent year there will be a performance evaluation to determine any step increase warranted based upon the employees skills, abilities, training, experience and performance.

A.1.2 Project Compensation:

Individuals may also qualify for extra compensation for completing special projects that are over and above the already high expectations of the job. The idea for the project may come from an innovative employee or from management which mutually agree. To qualify for extra compensation the project must significantly add to port: operating efficiencies, cost savings, revenue generation, or customer service and the Port must decide the project is a worthwhile priority. As regular part of employee's jobs you are expected to be creative and continually look for ways to do your job better, safer, and more efficiently. A qualifying project will then be over and above the normal skill sets and scope of work normally expected and must be planned in advance of starting through discussion with the relevant supervisor who will get final direction and authorization to move forward from the Port leadership team.

Extra compensation, for approved projects, will be awarded as a one-time payment paid in a separate check. The amount will be determined based on the significance and value to the Port.

A.3 Out of Class Pay: Employees designated by management for one week or more to substitute for their supervisor/management will receive a 10% premium for hours worked during such period designation. Employees assigned with mutual agreement between employer and employee in writing to perform duties in a higher classification and job description for 5 or more continuous days shall be paid an additional 5 % for each hour the employee performs work in the higher classification.

Port of Port Townsend
 Union Wage Table
 Effective January 1, 2018, includes 3% CPI

Grade	Merit Based Steps										
	85% Step 1	Step 2	95% Step 3	Step 4	100% Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
7	\$16.84	\$17.35	\$17.87	\$18.40	\$18.95	\$19.52	\$20.11	\$20.71	\$21.33	\$21.97	Yard Laborer
9	\$17.83	\$18.36	\$18.92	\$19.48	\$20.07	\$20.67	\$21.29	\$21.93	\$22.59	\$23.26	Maintenance - Fac/Grnds
10	\$19.85	\$20.44	\$21.06	\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.90	Hoist Operator I
11	\$21.32	\$21.96	\$22.62	\$23.30	\$24.00	\$24.72	\$25.46	\$26.22	\$27.01	\$27.82	Customer Service Rep
16	\$23.91	\$24.62	\$25.36	\$26.12	\$26.91	\$27.71	\$28.55	\$29.40	\$30.28	\$31.19	Customer Service Rep II, Hoist Operator II
17	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03	\$26.81	\$27.61	\$28.44	\$29.29	\$30.17	Maintenance Tech II
18	\$23.78	\$24.50	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	Maintenance Tech II - Electrician
21	\$26.73	\$27.53	\$28.36	\$29.21	\$30.08	\$30.99	\$31.92	\$32.87	\$33.86	\$34.87	Hoist Operator III
22	\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.64	\$32.59	\$33.57	Maintenance - Carpenter
23	\$26.94	\$27.75	\$28.59	\$29.44	\$30.33	\$31.24	\$32.17	\$33.14	\$34.13	\$35.16	Maintenance - Mechanic
29	\$31.48	\$32.42	\$33.39	\$34.40	\$35.43	\$36.49	\$37.58	\$38.71	\$39.87	\$41.07	Maintenance Manager (a)

It is agreed with the ratification of the 2018-2020 contract, that this position will be removed from the bargaining unit upon the retirement of the current employee filling this position.

prepared for final Union Contract 2018-2020

For Agreement by and between
 Port of Port Townsend and
 Teamsters Local 589 for 2018-2020 contract

APPENDIX "B"

<u>Classification</u>	<u>Range</u>
Customer Service Representative	11
Customer Service Representative II	16
Hoist Operator I	10
Hoist Operator II	16
Hoist Operator III	21
Maintenance Manager	29
Maintenance - Carpenter	22
Maintenance – Elec/Maint. Tech II	18
Maintenance - Facilities/Grounds	9
Maintenance - Mechanic	23
Maintenance Tech II	17
Maintenance Tech I	9
Yard Laborer	7

PORT OF PORT TOWNSEND

MEETING OF: December 13, 2017

AGENDA ITEM: VII. Regular Business
B. Organizational Chart

BACKGROUND:

See attached Organizational Chart as discussed in conjunction with the Labor Agreement.

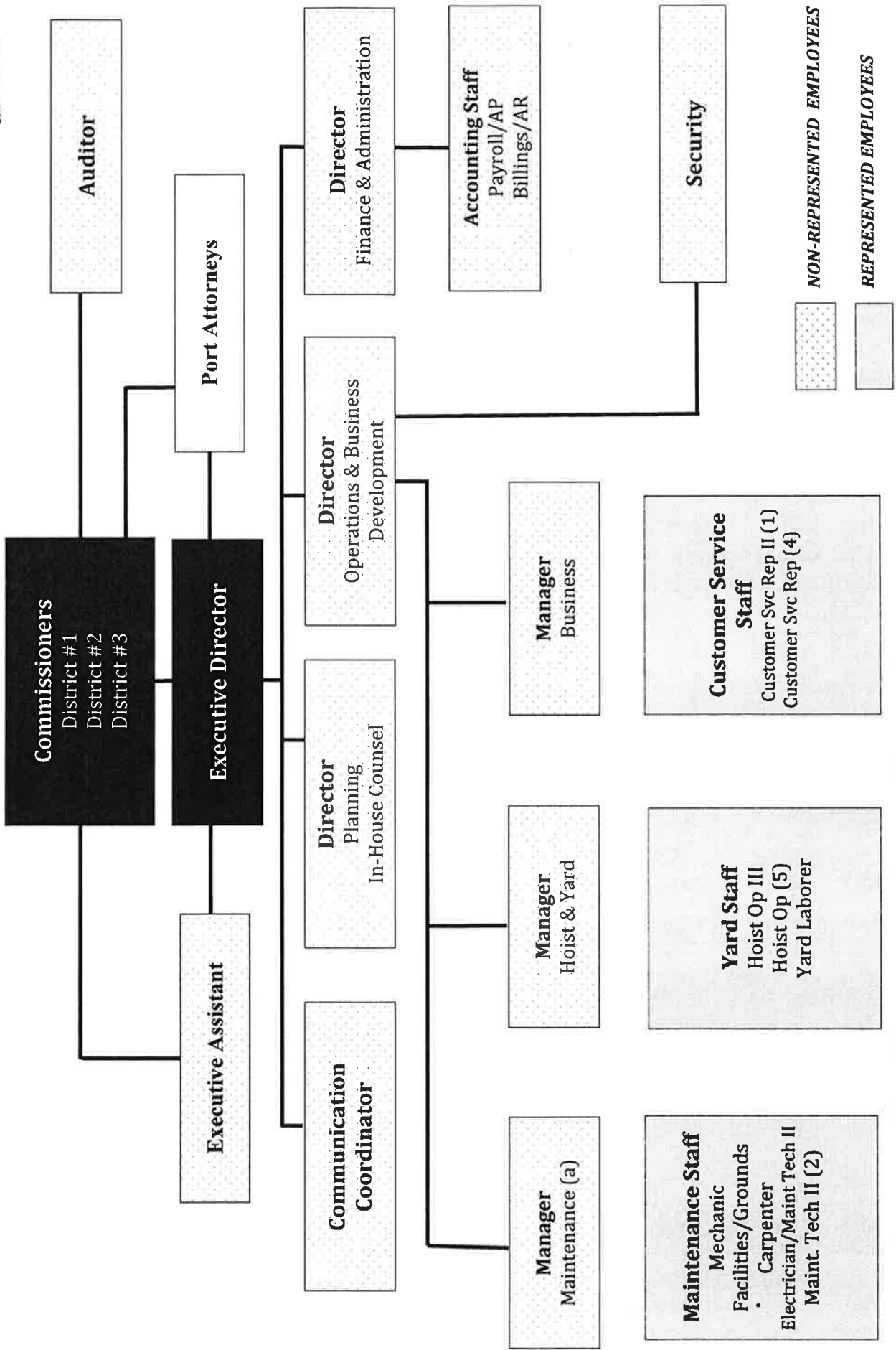
Executive Director's Recommendation:

Adopt the Organizational Chart as presented.

DRAFT

PORT OF PORT TOWNSEND

Organizational Chart



(a) With the ratification of the 2018-2020 Teamsters Contract, this position will be removed from the bargaining unit upon the retirement of the current employee filling this position.

PORT OF PORT TOWNSEND

MEETING OF: December 13, 2017

AGENDA ITEM: VII. Regular Business
C. Moorage and RV Rates

BACKGROUND:

The Commission approved the 2018 Operating and Capital Budget on November 21, 2017.

Revenue projections for moorage and RV's included in the budget were based upon an inflationary adjustment of CPI (Consumer Price Index) +1.

The Seattle-Tacoma-Bremerton June to June (2016-2017) was 3%. Thus, the inflation adjustment applied to moorage and RV rates was 4%. Attached is the 2018 rate schedule for moorage and RV's that includes the adjustments as authorized per the Commission adoption of the 2018 budget.

In some cases – e.g. nightly RV rates – the rates have been rounded to the nearest dollar. This serves to ease advertising, quotations over the phone, etc.

Recommendation

No recommendation. This information is provided to demonstrate the adjustment as per the adopted 2018 budget.

2018 MOORAGE AND RV RATES

Boat Haven

Nightly	\$ 1.25
overwide	\$ 1.75
Y/C Reciprocal	\$ 0.75
Res Fee	\$ 10.00
Temp Tie 35'	\$ 10.00
35' +	\$ 20.00
nightly electric	\$ 5.00
55' +	\$ 10.00
connect fee	\$ 30.00
base electric	\$ 10.00
Electric charges	\$ 0.095
non meter	\$ 1.50

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Permanent Moorage	per ft	w/o tax	ft tax incl	tax incl.
25'	\$ 8.48	\$ 211.98	\$ 9.56	\$ 239.20
27'	\$ 8.70	\$ 235.02	\$ 9.82	\$ 265.20
30'	\$ 8.85	\$ 265.44	\$ 9.99	\$ 299.52
35'	\$ 9.27	\$ 324.43	\$ 10.46	\$ 366.08
40'	\$ 9.29	\$ 371.43	\$ 10.48	\$ 419.12
45'	\$ 9.83	\$ 442.40	\$ 11.09	\$ 499.20
50'	\$ 9.84	\$ 492.17	\$ 11.10	\$ 555.36
51+	\$ 10.60		\$ 11.96	

Active Fishing-	\$ 7.09		\$ 7.89	
70+	\$ 7.98		\$ 9.00	
Daily	\$ 1.00			
Limited Access	\$ 7.09		\$ 8.00	
Constrained	\$ 5.99		\$ 6.76	
Liveabroad		\$ 75.33		\$ 85.00

Winter Moorage	per ft	w/o tax	ft tax incl.	tax incl.
25'	\$ 9.81	\$ 245.16	\$ 11.07	\$ 276.64
27'	\$ 10.04	\$ 270.97	\$ 11.32	\$ 305.76
30'	\$ 10.20	\$ 305.99	\$ 11.51	\$ 345.28
35'	\$ 10.64	\$ 372.35	\$ 12.01	\$ 420.16
40'	\$ 10.71	\$ 428.57	\$ 12.09	\$ 483.60
45'	\$ 11.28	\$ 508.76	\$ 12.73	\$ 574.08
50'	\$ 11.78	\$ 588.94	\$ 13.30	\$ 664.56
51+	\$ 12.72		\$ 14.35	

Summer Moorage	per ft	w/o tax	ft tax incl.	tax incl.
25'	\$ 9.81	\$ 298.62	\$ 11.07	\$ 336.96
27'	\$ 10.04	\$ 329.04	\$ 11.32	\$ 371.28
30'	\$ 10.20	\$ 372.35	\$ 11.51	\$ 420.16
35'	\$ 10.64	\$ 454.38	\$ 12.01	\$ 512.72
40'	\$ 10.71	\$ 519.81	\$ 12.09	\$ 586.56

45'	\$ 11.28	\$ 619.35	\$ 12.73	\$ 698.88
50'	\$ 11.78	\$ 688.48	\$ 13.30	\$ 776.88
51+	\$ 15.37		\$ 17.34	
Point Hudson		w/o tax	ft tax incl.	tax incl.
Kayak	\$ 25.00			
Dory Dock		\$ 53.17		\$ 60.00
Limited Access	\$ 7.09		\$ 8.00	
RV Park - SUMMER				
Premium	\$ 59.00			
Full Hook up	\$ 48.00			
Back Row	\$ 42.00			
Dry Row	\$ 30.00			
RV Park - WINTER				
Premium	\$ 48.00			
Full Hook up	\$ 42.00			
Back Row	\$ 42.00			
Dry Row	\$ 30.00			

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PORT OF PORT TOWNSEND

MEETING OF: December 13, 2017

AGENDA ITEM: VII. Regular Business
D. October 2017 Financials

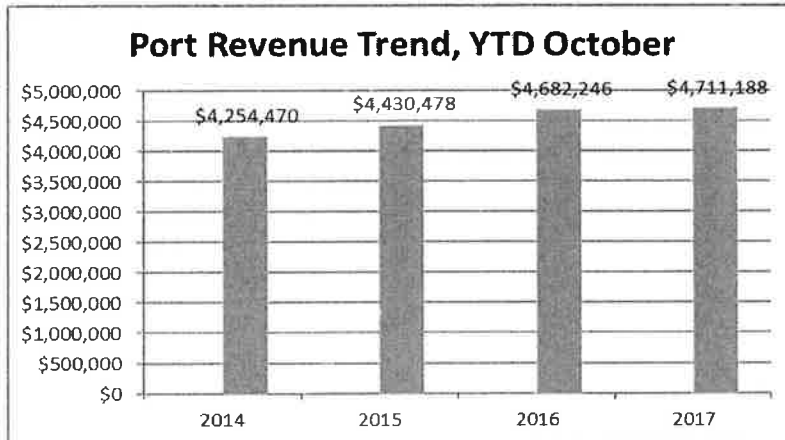
BACKGROUND:

In the Commission meeting packet for their review, is the year-to-date operating results of the Port. This is measured against the same period of the prior year and compares the budget to actual percentage of activity. The highlights of activity results are included in the narrative.

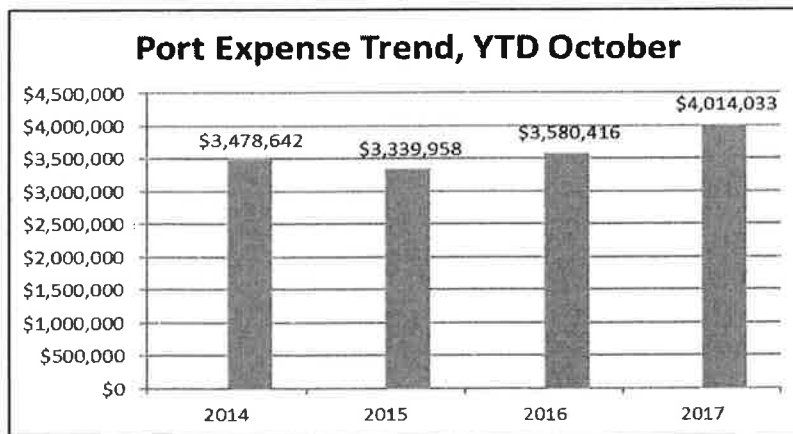
Executive Director's Recommendation:

For review.

DATE: November 29, 2017
TO: Commissioners and Directors
FROM: Abigail Berg, Director of Finance & Administration
SUBJECT: Port Operating Results as of October 31, 2017



YTD Operating Revenues are \$28,941 more than the previous year, and slightly ahead of budget at 85% when we're 83% through the year. All revenue line items increased when compared to 2016, except the Yard which continues to be down (\$133,344). The Yard revenue decline is primarily Ship Yard Revenues (\$64,702), the 3% Marine Trades Contribution Revenue (\$39,440 – this agreement ceased July 2017), Miscellaneous Revenue (\$31,901 – in 2016 the bulk of this “revenue” was due to a Port tenant issue), and Environmental Clean-up Revenue (\$18,250 – again, in 2016 there was one or two incidents that make up this total, and in 2017 we'd only had one very minor incident totaling \$140). The two latter revenues are not the type of revenue the Port can plan for or would like to rely upon and the 3% Marine Trade Revenue agreement has expired. Ramp Use revenues have exceeded the annual budget by \$1,592 and Marinas & RVs are ahead of budget by 3.6% and over last year's revenues by \$59,870.



Through October 2017, Operating Expenses are at 78.7% of total budget while we are through 83% of the year (this includes some budget adjustments made at the Mid-Year Review in July). Compared to the previous year, total Operating Expenses are up by \$433,617. Of this amount, Personnel is just ahead of budget by 0.6% and Fuel is over budget by 43.4%. Some of the increase in Fuel cost is related to increased fuel sales in Quilcene. All other expense line items are below budget to date.

Before depreciation, Net Operating Income is \$697,154. After depreciation, there is a loss of \$637,636. When including Non-Operating Revenues and Expenses, there is a Net Profit of \$49,602.

This month, the Port expended \$120,381 in WIP (capital project "Work in Progress"). 64% of these expenses were for the Stormwater Rx Project, while 19% was related to the JCIA Runway Rehab Project and 17% was for the Point Hudson Breakwater Project.

In October, there were no required debt service payments. For the remainder of 2017, the following Debt Service payments are due:

- November 1st - \$209,372 principle and interest on the 2013 Jr. Lien Revenue Bond.
- December 1st - \$368,819 principle and interest on the 2010 LTGO Bond.

Together these remaining debt service payments for 2017 total \$578,191.

End of month, the cash and investment balances were \$2,477,578, an increase of \$147,957 from September. Reserve balances totaled \$852,234 and Unreserved Cash & Investments totaled \$1,625,344.

Port of Port Townsend
Summary of Operating & Non-Operating Revenues & Expenses
2017 Activity with Comparison to Prior Year and Budget

	Actual thru Oct. 31, 2016	Actual thru Oct. 31, 2017	Variance year to year	Revised 2017 Budget	% Actual to Budget at 83% of year
REVENUES					
Marinas and RV Parks	2,143,383	2,203,253	59,870	2,545,000	86.6%
Yard Operations	1,386,473	1,253,129	(133,344)	1,500,424	83.5%
Property Leases & Use	907,083	968,234	61,151	1,153,990	83.9%
Fuel Sales & Leases	33,484	40,701	7,218	50,000	81.4%
Ramp Use	37,440	56,592	19,152	55,000	102.9%
Utilities	174,383	189,278	14,895	230,076	82.3%
Total Operating Revenues	4,682,246	4,711,188	28,941	5,534,490	85.1%
OPERATING EXPENSES					
Personnel	2,186,751	2,520,660	333,909	3,013,738	83.6%
Outside Services	319,398	455,307	135,909	585,256	77.8%
Facilities & Operations	563,148	537,634	(25,514)	805,809	66.7%
Utilities	399,002	406,029	7,027	554,180	73.3%
Marketing	54,401	29,351	(25,050)	54,450	53.9%
Economic Development	25,000	30,000	5,000	40,000	75.0%
Travel & Training	20,702	17,652	(3,050)	30,000	58.8%
Cost of Goods - Fuel	12,015	15,170	3,154	12,000	126.4%
Community Relations	-	2,231	2,231	4,000	55.8%
Total Operating Expenses	3,580,416	4,014,033	433,617	5,099,433	78.7%
Income from Operations w/o Depr	1,101,830	697,154	(404,675)	435,057	160.2%
Depreciation Expense	1,278,409	1,334,790	56,381	1,585,632	84.2%
Income (Loss) from Operations w/Depr	(176,579)	(637,636)	(461,057)	(1,150,575)	55.4%
Non-Operating Revenue					
Capital Contributions/Grants	192,619	86,447	(106,172)	298,274	29.0% CERB, Quil WW, RCO, FAA
Interest	22,386	32,248	9,863	41,000	78.7%
Property & other taxes	847,480	862,432	14,951	1,019,000	84.6%
Miscellaneous Non-Operating Revenue	27,961	34,164	6,203	59,700	57.2%
Total Non-Operating Revenues	1,090,446	1,015,291	(75,155)	1,417,974	71.6%
Non-Operating Expenses					
Bond Interest	309,063	287,205	(21,859)	343,877	83.5%
Bond Mgmt, Issuance & Misc. Exp.	24,073	40,848	16,775	131,390	31.1% Quil WW expense
Election Expense	-	-	-	17,340	0.0%
Total Non-Operating Expenses	333,136	328,053	(5,083)	492,607	66.6%
Net Non-Operating Income(Expense)	757,310	687,238	(70,072)	925,367	74.3%
Net Income (Loss)	580,731	49,602	(531,129)	(225,208)	-22.0%