

*The Port*  
**OF PORT TOWNSEND**  
SERVING ALL OF JEFFERSON COUNTY

**Port of Port Townsend  
2<sup>nd</sup> Monthly Regular Business Meeting  
Wednesday, September 26, 2018, 5:30 p.m.  
Port Commission Building  
333 Benedict Street  
Port Townsend, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments
- IV. Consent Agenda
  - A. Approval of Public Workshop Minutes – September 12, 2018.....1-2
  - Approval of Regular Meeting Minutes – September 12, 2018.....3-5
  - B. Approval of Warrants
- V. Second Reading
- VI. First Reading
  - A. Rate Policy Discussion.....6-7
- VII. Regular Business
  - A. Seasonal Yard Discount.....8-9
  - B. 1<sup>st</sup> Draft 2019 Operational Budget.....10
  - C. Professional Services Agreement – Boat Haven Stormwater Compliance.....11-20
  - D. Port Organizational Chart Amendment.....21-23
  - E. August 2018 Financials (Abbreviated).....24-25
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Public Workshop / Business Meeting:  
PUBLIC WORKSHOP: Wednesday, October 10, 2018, 9:30 am  
BUSINESS MEETING: Wednesday, October 10, 2018, 1:00 pm  
Port Commission Building, 333 Benedict Street, Port Townsend, WA
- XI. Executive Session
  - A. To review the performance of a public employee, pursuant to RCW 42.30.110 (g)
- XII. Adjournment

**PORT COMMISSION PUBLIC WORKSHOP – September 12, 2018**

The Port of Port Townsend Commission met for a Public Workshop in the Port Commission Building, 333 Benedict Street, Port Townsend, WA

Present: Commissioners Tucker, Hanke & Putney  
Acting Executive Director Toews  
Incoming Interim Executive Director Pivarnik  
Port Auditor Berg  
Director of Operations Englin  
Recorder Nelson

Guest Presenter: Jefferson County Assessor Jeff Chapman  
Jefferson County Property Tech III Lauralee Kiesel

I. CALL TO ORDER:

Commissioner Tucker called the Workshop to order at 9:30 a.m.

II. AGENDA:

Refer to attached workshop agenda for items discussed.  
Public Comment received from Bertram Levy.

IV. ADJOURNMENT:

The Workshop adjourned at 11:21 a.m.

ATTEST:

\_\_\_\_\_  
Stephen R. Tucker, President

\_\_\_\_\_  
William W. Putney III, Secretary

\_\_\_\_\_  
Peter W. Hanke, Vice President

**Port of Port Townsend  
Public Workshop  
Wednesday, September 12, 2018, 9:30 a.m.  
Port Commission Building  
333 Benedict Street  
Port Townsend, WA**

**AGENDA**

**Presentation from the County Assessor on recommended Port amount to budget for 2019 property tax levy.**

**Projected year end results for 2018**

Based on recent events, we reviewed the YTD results of various expenses and identified what expenses may not be on budget, whether over or under, to determine what variance from the 2018 budget there might be. See attached for those estimates and discussions of them.

**Budget Priorities for 2019**

Priorities:

- Increase in Net Operating Income (NOI)
  - A) Increase revenues to include CPI rate increase
  - B) Lease available Port properties
  - C) Review staffing for potential savings without affecting customer service
  - D) Seek to reduce utility expenses
  
- Potential Projects
  - A) Emergency Point Hudson Jetty Repair
  - B) Complete JCIA Runway Rehab Phase II engineering and construction
  - C) Workyard Resurfacing, similar to 2018
  - D) Stormwater compliance efforts
  - E) Point Hudson Roofs
  
- Other issues/costs
  - A) Search for permanent executive director
  - B) Potential re-payment of the RCO grant for the Point Hudson Jetty Replacement project
  - C) Consider issuing additional debt for projects anticipated to preserve or increase income

Note: This is a Public Port Commission Workshop. Workshops are for information sharing only and no decisions will be made during the session. Public input may be taken at the Commissions' discretion.

## PORT COMMISSION REGULAR BUSINESS MEETING– September 12, 2018

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

Present: Commissioners – Tucker, Hanke and Putney  
Acting Executive Toews  
Auditor Berg  
Director of Operations & Business Development Englin  
Attorney Stafford present, and Chmelik via Skype  
Minutes – Nelson

### I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Tucker called the meeting to order at 1:00 p.m.

### II. APPROVAL OF AGENDA:

Acting Director Toews added Item B to XI-Executive Session-Potential Litigation, pursuant to RCW 42.20.110 (1) (iii).

**Commissioner Hanke moved to approve the Agenda as amended.**

**Commissioner Putney seconded the motion.**

**Motion carried by unanimous vote.**

### III. PUBLIC COMMENTS (00:01:09):

Northwest School of Wooden Boat Building Director Betsy Davis announced the school has moved on with another partner on the Pumpout Boat project (partnership with Port Ludlow). She thanked the Commission and staff for their time.

Ms. Davis also thanked Ms. Matej for arranging to have local businesses and the Port booth located in the same area at the Pacific Marine Expo.

Commissioner mentioned the Ajax Café is opening back up soon and with more “synergy” in that location, including the boat ramp, there may be some future opportunities.

### IV. CONSENT AGENDA (00:03:52):

A. Approval of Special Meeting Minutes – August 17, 2018

Approval of Regular Business Meeting Minutes – August 22, 2018

B. Approval of Warrants

Warrant #059490 through #059502 in the amount of \$59,879.83 for Payroll & Benefits

Electronic Payment in the amount of \$185,415.18 for Payroll & Benefits

Warrant #059503 through #059571 in the amount of \$197,729.12 for Accounts Payable

Warrant #059572 in the amount of \$1,937.79 for Accounts Payable

Warrant #059488 as a VOID

**Commissioner Putney moved to approve the Consent Agenda as presented.**

**Commissioner Hanke seconded the motion.**

**Motion carried by unanimous vote.**

### V. SECOND READING (Action Items):

### VI. FIRST READING (Discussion Only):

VII. REGULAR BUSINESS:

A. Leasing Policy Advisory Committee (LPAC): Review & Selection of Applicants (00:04:08):

Commissioner Tucker read his choice of candidates for the LPAC:

Ernie Baird, Current Port Tenant, District 1

Chris Jones, Current Port Tenant, District 3

John Eissenger, Private Sector Landlord or Local/Financial

Susan Whitmire, Local/Financial Lending Institution

Pete Langley, Private Sector Business, Owner & Tenant (not Port-related)

All three commissioners had chosen the same candidates.

**Commissioner Tucker moved to approve**

**Commissioner Putney seconded the motion.**

**Motion carried by unanimous vote.**

B. Northwest School of Wooden Boat Building Pumpout Boat (00:05:50):

Mr. Toews reminded that at the last Commission Meeting the NW School of Wooden Boat Building had asked the Port to consider providing moorage and power for the pumpout boat and discussed what those figures could have been.

VIII. STAFF COMMENTS (00:07:27):

Ms. Nelson reported she has been working with State Archives and two of their staff members will come to Port Townsend later this fall, at no cost, to help with the Port's records organization.

Ms. Berg announced the State Auditors are at the Port Administration Office and will be here a few weeks conducting a 2-year financial audit and accountability audit; the Port is receiving applications for the Yard Laborer position; and, she continues to work on the budget.

X. COMMISSIONER COMMENTS (00:09:54):

Commissioner Putney announced he recently attended the North Olympic Development Council meeting, where sustainable food systems were discussed. He also attended the Infrastructure Fund Board meeting in Port Angeles where the US Economic Development Administration, US Department of Agriculture, WA Department of Commerce and WSU Extension office all presented. The meeting focused on economic development funding and broadband.

Commissioner Hanke recognized Mr. Toews as Acting Executive Director and stated he has held this position with integrity. He added at the next meeting we would welcome Jim Pivarnik as the Interim Executive Director.

Attorney Chmelik stated the process has been a smooth one with the work of Mr. Toews, Ms. Berg and Mr. Englin.

Commissioner Tucker announced he attended the recent Marine Resources Committee Meeting, where he discussed the Port. He also attended the Public Infrastructure Fund (PIF) meeting which is represented by the City, the County, PUD, the Port and three at

large positions from each district. Funding comes from the “.09 money that comes back from the state” to be used for infrastructure projects. He stated the first meeting was to get everyone together and make plans to codify the EDC and change the way funds are requested.

Commissioner Hanke asked how much is in the PIF account now. Commissioner Tucker responded around \$950K, which is two-years’ worth.

XI. NEXT PUBLIC WORKSHOP / REGULAR MEETING:

Public Workshop: Wednesday, September 26, 2018, 3:00 pm

Business Meeting: Wednesday, September 26, 2018, 5:30 pm

Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

The regular session recessed into Executive Session at 1:20 p.m. for a litigation matter, pursuant to RCW 42.30.110 (1) (i) and a potential litigation matter, pursuant to RCW 42.30.110 (11) (iii), a one hour duration with no action.

XIII. ADJOURNMENT:

The meeting reconvened and adjourned at 2:19 p.m. there being no further business to come before the Commission.

ATTEST:

\_\_\_\_\_  
Stephen R. Tucker, President

\_\_\_\_\_  
William W. Putney III, Secretary

\_\_\_\_\_  
Peter W. Hanke, Vice President

# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	September 26, 2018
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VI) A. Rate Policy Discussion
<b>STAFF LEAD</b>	Jim Pivarnik
<b>REQUESTED</b>	<input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Info Memo

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 9/26/2018  
**TO:** Commission  
**FROM:** Jim Pivarnik, Interim Executive Director  
**SUBJECT:** Rate Policy Discussion

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### **ISSUE**

In the competitive market that the Port finds itself in, many marinas and yards are changing rates to increase occupancy during shoulder seasons. Allowing them to be nimble and respond to changing market conditions.

### **BACKGROUND**

The Port of Port Townsend has traditionally required Commission action to vary rates. Historically rates were adopted with the budget and did not change throughout the year. This has some advantages and disadvantages.

### **DISCUSSION**

The past administration had believed that they had received approval from the Commission to have flexibility varying rates and fees. This was most recently pointed out with the additional 10% Shipyard discount that is proposed. The new administration would like to discuss this in detail today with the Commission. Outside of the CPI increase discussion, does the commission want to be involved with seasonal rate changes?

### **RECOMMENDATION**

For discussion and Direction

### **ATTACHMENTS**

None.



# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	September 26, 2018
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VII) A. Seasonal Yard Discount
<b>STAFF LEAD</b>	Greg Englin
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Info Memo

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 9/26/2018  
**TO:** Commission  
**FROM:** Greg Englin, Director, Operations and Business Development  
**CC:** Jim Pivarnik, Executive Director  
**SUBJECT:** Rate Adjustment for Shipyard Monthly Storage Rate during October - April

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### **ISSUE**

Overall demand in the Boat Haven Boatyard needs to be increased especially during the Fall and Winter seasons. Rates are one component affecting demand. Yard rates are subject to ongoing review and updates. Changes to seasonal rates is expected to incent customers to generate additional future demand.

### **BACKGROUND**

Last year, the rate was promoted with the anticipation that the rate would be instituted again for 2018-2019 Winter season to bring returning business back to the Shipyard.

### **DISCUSSION**

The Shipyard historically has 2-4 stalls unoccupied during this period. The intent is to focus on attracting longer term projects during the Winter season by reducing the cost of the lay days. The Shipyard Monthly Storage Rate is currently discounted off the Shipyard Daily Rate at 20%. This action would provide an additional 10% bringing the total discount to 30% off the Daily Rate for the Shipyard only. To obtain the rate the customer will need to prepay.

### **FISCAL IMPACT**

Fiscal impact should be positive direct revenue assuming we increase the level of vessels in the Shipyard. Also, the overall indirect revenue should be positive for all our tenants and service providers in the Yard.

### **RECOMMENDATION**

Staff recommends adopting the additional seasonal discount and revisit for the 2019-2020 season.

### **ATTACHMENTS**

None.

# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	September 26, 2018
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VII) B. 1 <sup>st</sup> Draft 2019 Operating Budget
<b>STAFF LEAD</b>	Abigail Berg
<b>REQUESTED</b>	<input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	To be presented.

# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	September 26, 2018
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VII) C. Professional Services Agreement – Boat Haven Stormwater Compliance
<b>STAFF LEAD</b>	Eric Toews
<b>REQUESTED</b>	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Professional Services Agreement – Landau Associates, Inc.

# Port of Port Townsend

## Professional Services Agreement For Consulting Support Relating to Boat Haven Stormwater Compliance

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and Landau Associates, Inc., hereinafter referred to as "CONSULTANT," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** CONSULTANT is retained by the PORT to provide consulting services in connection with a range of stormwater compliance issues at the Port's Boat Haven facility, including:
  - a. Stormwater compliance evaluation;
  - b. Assistance with stormwater response actions;
  - c. Monitoring and reporting as required under the Boatyard General Permit (No. WAG031006); and
  - d. Permit compliance services as required under the Industrial Stormwater General Permit (Permit No. WAR000725) for the JCIA.
  
2. **Consultant Qualification.** CONSULTANT warrants that it has the required skills to perform the work specified in this agreement, and warrants and represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to perform the work as set forth in this agreement.
  
3. **Scope of Services.** CONSULTANT shall provide the services as agreed upon with the PORT and detailed in Attachment "A" to this agreement.
  
4. **Time and Duration of Agreement.** This agreement shall be for the period September 27, 2018 through May 31, 2019 unless otherwise terminated (see paragraph 14 below).
  
5. **Reimbursement.** CONSULTANT shall be compensated an amount not to exceed \$32,200.00 for the work performed hereunder, on a time and expenses basis, billed at CONSULTANT's standard rates as detailed in Attachment "B" to this agreement. The PORT shall make no payments in advance or in anticipation of services or supplies to be provided under this agreement.

Payment shall be made as follows: CONSULTANT will provide either electronic or hard copy invoices to the PORT no more than once per month. Invoices should be sent to S. Abigail Berg, Director of Finance/Port Auditor. The PORT will pay invoices within 30 days of receipt, unless there is a question or need for additional documentation, in which case resolution will be sought expeditiously.

6. **Compliance with laws.** CONSULTANT shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.
7. **Hold Harmless and Indemnification.** CONSULTANT shall indemnify and hold harmless the PORT, its officers, agents and employees, from and against any and all reasonable claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury, sickness, disease or death to persons, including injuries, sickness, disease or death to CONSULTANT or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT.
8. **Insurance Requirements.** CONSULTANT shall obtain and keep in force during the entire term of this agreement, liability insurance against and all claims for damages to person or property which may arise out of the performance of this agreement, whether such work shall be by the CONSULTANT, sub-consultants, and/or their agents and/or employees. The CONSULTANT agrees to the following requirements relating to insurance coverage and shall provide evidence of all insurance required by submitting an insurance certificate to the PORT on a standard "ACORD" or comparable form:
  - a. **Commercial General Liability** – coverage on occurrence form CG0001 or equivalent with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - b. **Automobile Liability** – covering owned, non-owned and hired vehicles with minimum of \$1,000,000 combined single limit per accident; and
  - c. **Professional Liability** – a minimum of \$2,000,000 in the aggregate and \$1,000,000 per claim in professional liability insurance unless otherwise negotiated and confirmed in writing by both parties. Insurance coverage shall have a retroactive date before the date of notice to proceed and coverage shall remain in effect for the entire term of the agreement (plus three (3) years).

The insurance required by this agreement shall be issued by an insurance company authorized to do so in Washington State, and the policies shall name the PORT, its agents and employees as additional insured's; EXCEPT, however, that CONSULTANT is not required to add the PORT or its agents and employees as an additional insured on its professional liability policy or workers' compensation policy. All policies shall be primary to any other valid and collectable insurance and not contributory to any similar insurance carried by the PORT, and shall contain a severability of interest or cross liability clause. Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to the PORT. The CONSULTANT shall submit renewal certificates as appropriate during the term of the agreement.

- d. **Excess Coverage** – by requiring insurance herein, the PORT does not represent that coverage and limits will be adequate to protect CONSULTANT and such

coverage and limits shall not limit CONSULTANT'S liability under paragraph 7, above.

9. **Independent Contractor.** CONSULTANT and the PORT agree that CONSULTANT is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONSULTANT shall not be entitled to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT.
10. **Assignment.** CONSULTANT shall not sublet or assign any of the services covered by this agreement without the expressed written consent of the PORT.
11. **Ownership and Use of Documents.** All documents and other materials produced by the CONSULTANT in connection with the services rendered under this agreement are the property of the PORT. The CONSULTANT shall be permitted to retain copies of such materials, as long as any use of such materials outside of work for the PORT is subject to written permission from the PORT. CONSULTANT shall not be held liable for reuse of documents or modifications thereof, including electronic data, by the PORT or its representatives for purposes other than the intent of this agreement.
12. **Drug-Free Workplace Policy.** The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.
13. **Equal Opportunity Policy.** All persons or entities performing work for the PORT shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. CONSULTANT hereby agrees to abide by applicable regulations during the course of this agreement.
14. **Termination.** The PORT reserves the right to terminate this agreement at any time by giving ten (10) days written notice to CONSULTANT.

15. **Integrated Agreement.** This agreement together with attachments or addenda represents the entire and integrated agreement between the PORT and CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and CONSULTANT.
16. **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 THE PORT:

Jim Pivarnik, Interim Executive Director  
Port of Port Townsend  
P.O. Box 1180  
Port Townsend, Washington 98368  
Phone: (360) 385-0656

and to:

S. Abigail Berg, Director of Finance & Administration  
Port of Port Townsend  
P.O. Box 1180  
Port Townsend, Washington 98368  
Phone: (360) 385-0656

TO THE CONSULTANT:

Landau Associates, Inc.,  
c/o Katie Saltanovitz, P.E.  
Project Manager  
130 2<sup>nd</sup> Avenue South  
Edmonds, WA 98020  
Phone: (425) 778-0907

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.

DATED this 27<sup>th</sup> day of September 2018.



**CONSULTANT:**

**PORT OF PORT TOWNSEND:**

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Katie Saltanovitz, P.E.  
Landau Associates, Inc.

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Jim Pivarnik, Interim Executive Director

**Approved as to Form:**

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Port Attorney

## **ATTACHMENT "A":**

### **Scope of Services for Consulting Support Relating to Boat Haven Stormwater Compliance**

Landau Associates, Inc. (LAI) has been providing stormwater compliance and engineering services over many years to the Port of Port Townsend (Port) at the Port Townsend Boat Haven (Facility), which is covered under Washington State Department of Ecology (Ecology) Boatyard General Permit (Permit) No. WAG031006.

#### **Project Understanding**

In 2017, the Facility implemented source control measures and an advanced treatment system for its permitted stormwater discharges. LAI assisted the Port in design and construction support for the treatment system. Currently, the treatment system is in operation and LAI is assisting the Port to implement additional pretreatment to improve the treatment system performance, including supporting meetings and technical communications with Ecology.

#### **Scope of Services**

Services under this new agreement and scope are intended to cover a range of support services related to stormwater permit compliance and treatment system optimization. Services may include continued involvement in permit compliance evaluation, assistance with response actions, monitoring, and reporting, as required by the Permit. The scope of services includes the following items, to be performed at the request of the Port:

##### **1. Chemical Treatment Support:**

In an effort to optimize the treatment system in place, LAI is assisting the Port to conduct a pilot test for chemical coagulation pretreatment to enhance the performance of the existing media filtration units at the Facility. This pilot test will be implemented at the two existing Aquip treatment units. After a successful pilot test, the pretreatment system will be implemented at the four existing media filters.

Additional budget for this task will support the following activities:

- Providing 16 hours of technical support to Port staff and consultants during final design and installation of the pretreatment system at the two Aquip units. This does not anticipate any site visits.
- Coordination of whole effluent toxicity (WET) testing to support Ecology approval of chitosan use. LAI will subcontract with a licensed laboratory in Fife, Washington to conduct the analysis. This task will also include 6 hours of consultant time to coordinate with the lab and Port staff to collect and deliver the necessary samples.
- Providing 20 hours of technical support during implementation of the chitosan pretreatment system at the four existing media filters. This does not anticipate any site visits.

## **2. Operations Support:**

This task will support the following activities:

- Assisting the Port to optimize stormwater treatment system performance over the first year of operation with the addition of chemical pretreatment. This may include assistance with troubleshooting, testing, or reporting.

## **3. Stormwater Data Compilation and Review:**

This task will support review and tabulation of stormwater sampling data and reporting these data to Ecology via the WQ Web DMR system, through the remainder of 2018 (including the October and November sampling events).

## **4. Engineering Analysis and Reporting:**

This task will include responding to Port comments on the draft updated CAD and PDF site plan, and providing a final site plan (PDF and CAD) for Port records.

## **5. Ecology Coordination:**

This task will include continued coordination with the Port and Ecology to enable final approval of the Level 3 Response Engineering Report to meet the requirements of the Administrative Order.

Specific activities may include:

- Preparing a technical memorandum summarizing site pilot testing results for submittal to Ecology
- Coordinating with the Port and Ecology as necessary to receive authorization for site-wide chemical pretreatment
- Up to two site meetings
- Up to four 1-hour conference calls
- E-mail correspondence with the Port and Ecology.

Our services will also include the related project management effort for LAI to manage project staffing and budgets, prepare monthly invoices, and provide status updates to the Port.

### **Assumptions**

The budget allocated for all tasks will be used at the request of the Port, and may be transferred between tasks as requested. LAI will notify the Port when the available budget has been exhausted.

### **Schedule and Cost**

LAI is ready to begin work as soon as the Port provides contract authorization. A summary of the tasks and budget for this Scope of Services is included in the table below.

<b>Task</b>	<b>Budget</b>
<i>Pilot testing</i>	\$ 2,500
<i>Full implementation</i>	\$ 3,000
<i>WET testing</i>	\$ 6,600
Chemical Treatment Support Subtotal	\$ 12,100
Operations Support	\$ 5,000
Stormwater Data Compilation and Review	\$ 2,400
Engineering Analysis and Reporting	\$ 2,200
Ecology Coordination	\$ 10,500
<b>Amendment 2 TOTAL</b>	<b>\$ 32,200</b>

LAI will not exceed the upset limit of \$32,200 without Port authorization. LAI's services will be provided on a time-and-expenses basis and invoiced monthly.

**Project Personnel**

Joe Kalmar, PE, Principal, has more than 20 years of stormwater permit compliance experience with LAI. Joe will act as the Principal-in-Charge and will continue to provide senior technical consulting and review. Katie Saltanovitz, PE, Senior Associate, will be the project manager and technical lead. Carolyn Carlstrom, Senior Staff Scientist, will assist Katie and Joe.

As needed, other LAI technical staff may assist with compliance support as determined by project needs and relevant staff expertise.

## ATTACHMENT "B":

### Fee Schedule

<b>Personnel Labor</b>	<b>Hourly Rate</b>
Senior Principal	252
Principal	233
Senior Associate	213
Associate	194
Senior	175
Senior Project	160
Project	146
GIS Analyst	146
Senior Staff / CAD Designer	131
Staff / Senior Technician II	116
Data Specialist	116
CAD / GIS Technician	116
Project Coordinator	107
Assistant / Senior Technician I	97
Technician	79
Support Staff	67

Expert professional testimony in court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

#### **Equipment**

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

#### **Subcontractor Services and Other Expenses**

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	September 26, 2018
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VII) D. Port Organizational Chart Amendment
<b>STAFF LEAD</b>	Abigail Berg
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Info Memo B. Port of Port Townsend DRAFT Organizational Chart

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 9/26/2018  
**TO:** Commissioners  
**FROM:** Director of Finance & Administration  
**SUBJECT:** Port Organizational Chart

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### ISSUE

Staff requests the Commission's approval for a change in the Organizational Chart.

### BACKGROUND

Changes are required in the organizational chart for several reasons:

1. Retirement of Larry Aase, Facility Maintenance Manager
2. Change Maintenance Tech II/Mechanic to Maintenance Lead/Mechanic II
3. Change Maintenance Tech II/Electrician to Maintenance Tech II/Mechanic I
4. Reduction in force – Communications Coordinator, administrative staff

### DISCUSSION

1. Part of the union negotiations with the Port last year involved removing the Facility Maintenance Manager position from the Union and make the replacement an exempt, at-will employee position.
2. With the elimination of the union position in item #1, management staff wanted to create a lead position for other maintenance staff, while also recognizing the great work done by this employee over the years – Maintenance Lead/Mechanic II.
3. The Maintenance Tech II/Electrician position has been vacant for over 4 months and his work has been completed by the Port's mechanic who is quite versed in electrical work. As such, we believe an assistant mechanic would be advantageous due to the current mechanic's workload, as well as having a strong back-up to the mechanic's role which is vital for the Yard travelifts, as well as all other Port vehicles and equipment.
4. Finally, in an attempt to lower the expenses at the Port, it is recommended the position of Communications Coordinator be eliminated from administrative staff effective September 30, 2018.

For the reasons discussed above, the approval of this updated organizational chart is requested.

### FISCAL IMPACT

1. No over-time, call-out or stand-by pay is required for an exempt, at-will position. Exact amounts vary from year to year.
2. Slight increase in pay for the Maintenance Lead position due to the added job responsibilities.
3. No fiscal impact anticipated since there's no change in FTE and it is the same grade as the prior electrician position.
4. Annual reduction in total personnel costs are approximately \$118,000 for 2019.

### RECOMMENDATION

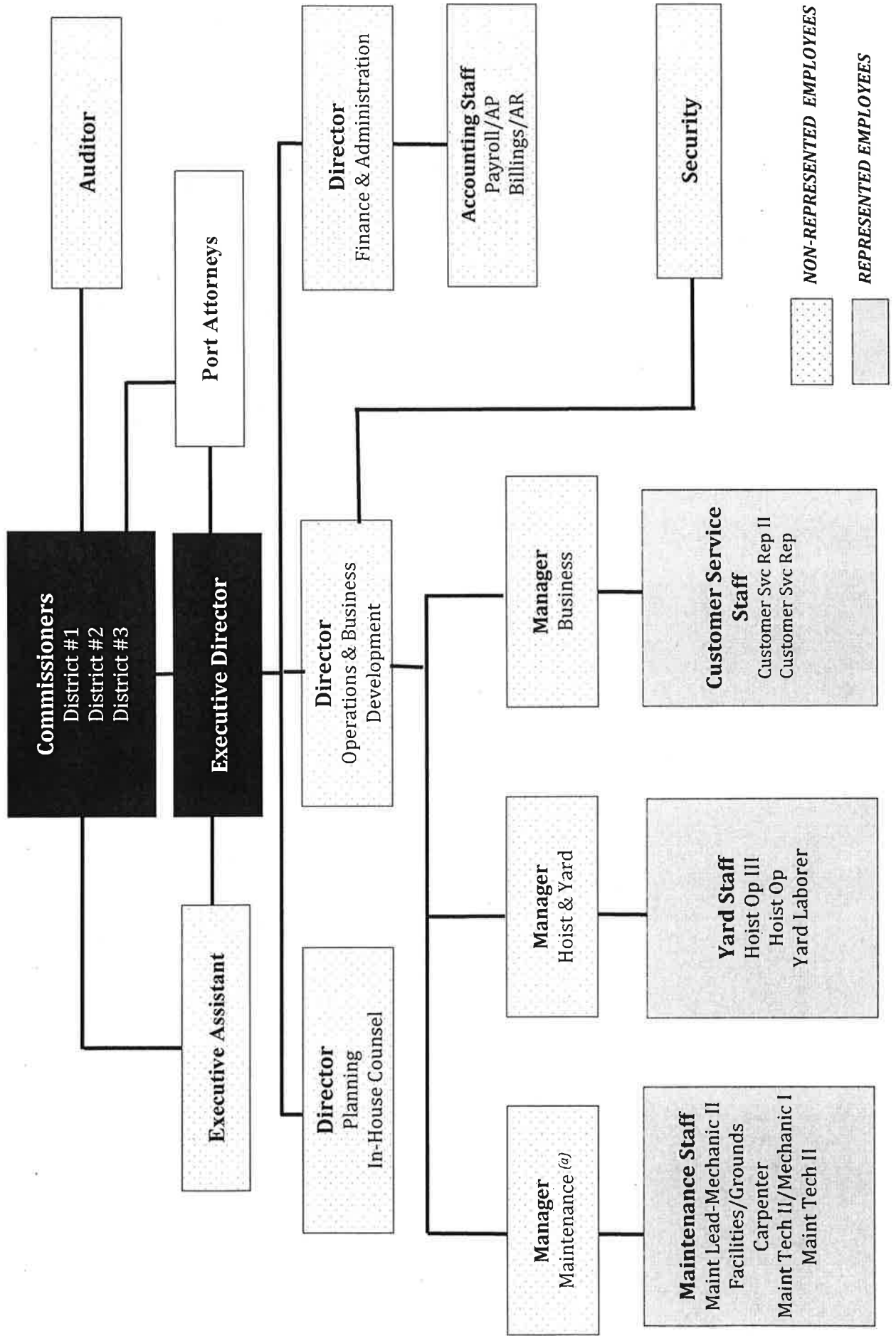
Approve the revised organizational chart.

### ATTACHMENTS

- Organizational Chart

# PORT OF PORT TOWNSEND

## Organizational Chart





# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	September 26, 2018
<b>AGENDA ITEM</b>	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input checked="" type="checkbox"/> Regular Business
<b>AGENDA TITLE</b>	VII) E. August 2018 Financials
<b>STAFF LEAD</b>	Abigail Berg
<b>REQUESTED</b>	<input type="checkbox"/> Motion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Summary of Operating & Non-operating Revenue & Expenses

**Port of Port Townsend**  
**Summary of Operating & Non-Operating Revenues & Expenses**  
**2018 Activity with Comparison to Prior Year and Budget**

	YTD Aug 2017	YTD Aug 2018	Variance to prior year - 2017 v 2018	notes	YTD Budget 2018	Variance to Budget YTD
<b>REVENUES</b>						
Marinas and RV Parks	1,740,502	1,950,169	209,667		1,788,187	161,982
Yard Operations	989,131	1,098,647	109,516		1,157,360	(58,713)
Property Leases & Use	755,664	745,496	(10,168)		752,975	(7,479)
Fuel Sales & Leases	30,965	27,158	(3,807)		29,650	(2,492)
Ramp Use	49,399	47,333	(2,066)		51,400	(4,067)
Utilities	154,637	170,764	16,127		156,990	13,774
<b>Total Operating Revenues</b>	<b>3,720,299</b>	<b>4,039,567</b>	<b>319,267</b>		<b>3,936,562</b>	<b>103,005</b>
<b>OPERATING EXPENSES</b>						
Salaries & Wages	1,388,929	1,439,081	50,151		1,422,819	16,262
Payroll Taxes	141,531	144,855	3,324		199,206	(54,351)
Employee Benefits	474,224	492,899	18,676		518,295	(25,396)
Uniform Expense	4,379	1,622	(2,756)		6,241	(4,619)
Contract Services	200,505	173,432	(27,073)		194,708	(21,276)
Consulting Services	51,506	50,050	(1,456)		110,000	(59,950)
Legal & Auditing	80,151	118,572	38,420		86,400	32,172
Facilities & Operations	430,620	440,632	10,012		522,820	(82,188)
Utilities	320,719	356,377	35,658		313,742	42,635
Marketing	20,246	34,799	14,553		55,126	(20,327)
Economic Development	15,000	15,000	-		15,000	-
Travel & Training	15,846	20,410	4,564		21,323	(913)
Cost of Goods - Fuel	11,270	7,461	(3,809)		11,900	(4,439)
Community Relations	2,115	-	(2,115)		2,000	(2,000)
<b>Total Operating Expenses</b>	<b>3,157,040</b>	<b>3,295,189</b>	<b>138,149</b>		<b>3,479,580</b>	<b>(184,391)</b>
<b>Income from Operations w/o Depr</b>	<b>563,260</b>	<b>744,377</b>	<b>181,118</b>		<b>456,981</b>	<b>287,396</b>
<b>Non-Operating Revenue</b>						
Capital Contributions/Grants	17,632	113,039	95,407		183,567	(70,528)
Interest	28,520	30,530	2,009		21,000	9,530
Property & other taxes	693,450	706,894	13,444		698,003	8,891
Misc Non-Operating Revenue	30,004	36,559	6,555		22,730	13,829
<b>Total Non-Operating Revenues</b>	<b>769,606</b>	<b>887,022</b>	<b>117,415</b>		<b>925,300</b>	<b>(38,278)</b>
<b>Non-Operating Expenses</b>						
Bond Interest	231,515	206,924	(24,591)		221,424	(14,500)
Bond Mgmt, Issuance & Misc Exp	19,134	400	(18,734)		845	(445)
Election Expense	-	-	-		-	-
<b>Total Non-Operating Expenses</b>	<b>250,649</b>	<b>207,324</b>	<b>(43,325)</b>		<b>222,269</b>	<b>(14,945)</b>
<b>Net Non-Operating Income (Expense)</b>	<b>518,957</b>	<b>679,697</b>	<b>160,740</b>		<b>703,031</b>	<b>(23,333)</b>
<b>Net Income (Loss)</b>	<b>1,082,217</b>	<b>1,424,075</b>	<b>341,858</b>		<b>1,160,012</b>	<b>264,063</b>

**Notes: none**