

## PORT DISTRICT OF SOUTH WHIDBEY ISLAND

Minutes of the Regular Meeting

February 11, 2025

Held in Freeland, Washington  
and online via Zoom Meeting Service

**Commissioners Present:** Jack Ng (Freeland), Greg Easton (Langley) and Curt Gordon (Clinton)

**Port Staff Present:** Angi Mozer (Executive Director), Molly MacLeod-Roberts (Port Clerk/Accountant), Amanda Ellis (Fairgrounds Director), Pat Kisch (Maintenance & Operations Supervisor), and David Stern (Fairgrounds Marketing & Events Coordinator)

**Absent:** Kathy Myers (Harbormaster)

**MEETING CALL TO ORDER:** Following a Workshop from 3:45 p.m. to 4:00 p.m. for informal Commission review and discussion of vouchers and recent correspondence, the Regular Meeting of the Port District of South Whidbey Island's Board of Commissioners was convened on Tuesday, February 11, 2025, in person at the meeting room of the Freeland Library at 5495 Harbor Avenue in Freeland, Washington and online via Zoom Meeting Service. Commissioner Curt Gordon (President) called the Regular Meeting to order at 4:00 p.m., followed by the Pledge of Allegiance.

### CONSENT AGENDA

**Approval of Current Vouchers:** Vouchers audited and certified by the Auditing Officer as required by RCW 42.24.080 and those expense reimbursement claims certified as required by RCW 42.24.090 have been recorded on a listing which has been made available to the Board, and have been presented to the Board for review.

**Approval of Minutes:** Minutes from Regular Meeting of December 10, 2024 and the Special Meeting of January 6, 2025.

**ACTION: Motion made by Ng and seconded by Easton to approve the Consent Agenda as presented, including the authorization and acceptance of Vouchers dated February 2025 as signed today in the amount of \$80,154.31. Motion passed unanimously.**

### PUBLIC COMMENT

Pete Grimlund of the South Whidbey Yacht Club said the group is planning its 2<sup>nd</sup> Annual AquaPalooza event on June 27-28 at the South Whidbey Harbor. They would like to use Phil Simon Park and bring a food truck, etc. He will coordinate with Harbormaster Kathy Myers.

Mike Gallion said affordable housing is needed in South Whidbey, Island County and Washington State. Looking at solutions in other places, he said large, inexpensively built apartment have been a solution. The apartment building needs to be on a practical piece of land; not the most expensive. He'd like the Port to do an initial feasibility for somewhere other than the Fairgrounds area. Ng noted that Langley is the only place with sewer & water and is therefore the best spot for housing.

### EXECUTIVE DIRECTOR REPORT

**Financial Update and December 2024 Financial Statement:** The Commission acknowledged receipt of the December 2024 Financial Statement, the Preliminary Profit & Loss for January 2025, and the performance graphs which were distributed to them previously. Executive Director Angi Mozer reported the Port received approximately \$73,000 in operating, tax, and capital revenue and incurred approximately \$177,000 in operating and capital expenses during December 2024. Ending cash balance at 12/31/24 was \$909,000, consisting of \$519,000 in the General Fund and \$390,000 in the Bond Fund.

### Fairgrounds Capital Projects Updates

**Workforce Housing Concept & Feasibility:** The Port will be on the Island County Board of Commissioners' Work Session Agenda for Wednesday, March 5<sup>th</sup> to discuss the Port's request to include the South Whidbey School District property in the funding agreement scope for the feasibility study.

Campground: Contract has been signed with Western Refinery Services. The onsite Pre-Construction Meeting was held January 29<sup>th</sup>, work is scheduled to begin February 24<sup>th</sup> with completion around April 4<sup>th</sup>.

Drainage: Mozer and Maintenance & Operations Supervisor Pat Kisch are working with Facet (engineers) on the scope to replace or add 925 feet of gutters around the property. She is also working with Facet to finalize the drainage system design around the Malone Building to go out to bid.

Coffman Kitchen Wall, Door Finishing/Improvements: Valdez Construction was awarded the project in the amount of \$34,703.16 plus tax. The work will be scheduled soon. Once those improvements are done, the flooring will be replaced.

Burrier Roof: Waiting for Valdez to schedule the work.

South Whidbey Harbor: Port Staff met with Phil Simon to discuss the Steel Batter Pile Cathodic System project. Staff is ordering supplies and parts, and with Simon's guidance will be able to implement the System.

**Clinton Dock:** Proceeding with separating the float construction from the overall project. The engineer provided a cost estimate for work on permitting for the float construction piece. Mozer will then need to work with Washington State Department of Transportation (WSDOT) to figure out how to add value to that federal contract.

**Port Levy:** Moved to NEW BUSINESS

#### STATUS REPORTS

**Fairgrounds:** Fairgrounds Director Amanda Ellis presented her January report. With all of the ongoing projects, Fairgrounds Staff has been in communication with all of the tenants and the public so they are informed and up to date on the scheduling, etc. The Outdoor Safety Lighting project will likely start next week. For the Campground, the Port is working with RoverPass (an online booking program) which will also provide the Fairgrounds with a point of sale. Still working on Freedom Fest and bringing in Pacific Northwest BBQ Association to hold their contest. Ellis and Fairgrounds Marketing & Events Coordinator David Stern are bringing in sponsors for the contest, and reaching out to organizations and businesses that might be interested in having a booth, etc. at the Freedom Fest event. She has been attending the Langley Creative District meetings, which is due for recertification this year and is under new leadership with new focus. Ellis is hopeful there will be new opportunities for the Fairgrounds and the rest of the community. Ellis attended the Fairgrounds Advisory Committee and learned that Island County 4-H does not currently have a contract with the Fair Association; they are working on renegotiation.

#### Port Operations

Maintenance & Operations Supervisor Pat Kisch presented his January report. He and Port Maintenance Tech Christian Tomisser are making progress on the "To Do Lists" at the Port's facilities. At the Harbor, they repaired the transition ramp to D Dock, and they are making preparations to repair the bull rail at **Possession** Beach before installing the floats in late March/early April. Erik Rich has started work on the bathroom in the caretaker house at Possession. A CPR/First Aid class was held for eligible Port staff.

#### South Whidbey Harbor

Harbormaster Kathy Myers was absent so Mozer presented the report. There were 27 day stops and 34 overnight stays in January. The Harbor currently has 9 winter full term moorage customers. The Harbor's restrooms are staying much cleaner since requiring a code to enter. A volunteer took photos of the anchor point connections for D & E docks; one or two of the pinned links may need more examination. Five failing spigots were replaced and general maintenance continues as weather allows.

ACTIVITIES/INVOLVEMENT REPORTS

**Gordon:** Council of Governments (COG), Island Regional Transportation Planning Organization (IRTPO) and Clinton Community Council (CCC)

**COG:** It was County Administrator Michael Jones' last meeting and he promoted some grant funding. Gordon was appointed as Chair.

**IRTPO:** Lots of interesting changes, mostly related to long range funding. No chair was elected because neither of the two candidates were physically present at the meeting.

**CCC:** In late January, Mozer attended a meeting with Washington State Ferries that provided a brief overview of plans for electrification of the Clinton Ferry Terminal. WSF indicated that the Port's Humphrey Road Parking Lot is at the top of the list for placement of the upland infrastructure. Gordon noted that WSF would also need to collaborate with the Port for passenger overhead loading on the north side of the dock.

**Ng:** Washington Public Ports Association (WPPA) and Port Promotion & Marketing Committee (P&M):

**WPPA:** Easton and Ng attended Port Day in Olympia. Ng met with WA Maritime Industry Director Stephanie Bowman who is working on passenger ferries through the Department of Commerce. Also met with State Senator Ron Muzzall and State Representative Clyde Shavers, both were interested in the Clinton passenger only ferry dock. Ng also spoke with Tulalip Tribes Council Member Glen Gobin.

**P&M:** Ng met with Nicole Whittington-Johnson, Executive Director of Langley Chamber of Commerce. She invited him to make a presentation at the Chamber's May meeting. The Port has entered into a contract with a company to help with marketing and public relations on social media.

**Easton:** Marine Resources Committee (MRC) and City of Langley Council Meetings

**MRC:** Easton spoke to the group about the passenger only ferry project.

**Langley:** Rose Hughes from Island Roots Housing said the State Legislature created a fund for workforce housing, now defined as 60%-80% of area median income, but they have not put any money into it. Gordon would like to see a survey of businesses in the Port district regarding housing for their employees

**WPPA Legislative Committee:** No report.

UNFINISHED BUSINESS: None.

**NEW BUSINESS:** Gordon noted that the Port has budgeted for a Capital Facilities Plan in 2025. In order to fund the capital improvements that will be needed, the Port will likely need to reset the levy. It started at 20¢ per thousand, and in 2000 it was 17¢ or 18¢ per thousand. The Port has expanded with the value and the population but has not increased the levy very much. There was one 5¢ increase when the Port acquired the Fairgrounds property that increased the rate back up to 18¢, but it is now back to 11¢. There was just a 5¢ increase when the Port acquired the Fairgrounds property. He believes the Port will need to ask the voters for an increase in November and he would like to add discussion of a levy reset to the regular meeting agenda going forward. Ng and Easton agreed.

**ADJOURNMENT:** Without any further action, the Meeting was adjourned at 5:09 p.m.

Approved:

Minutes prepared and submitted by:

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Commissioner Jack Ng, Freeland

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Molly MacLeod-Roberts, Port Clerk/Accountant

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Commissioner Greg Easton, Langley

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Commissioner Curt Gordon, Clinton

**Public Disclosure Statement:** The foregoing Meeting Minutes, audio recording and all supporting documents presented are available at the Port of South Whidbey, 1804 Scott Rd., Suite 303, Freeland WA 98249.

**PORT DISTRICT OF SOUTH WHIDBEY ISLAND**

Minutes of the Special Meeting

February 21, 2025

Held in Freeland, Washington  
and online via Zoom Meeting Service

**Commissioners Present:** Greg Easton (Langley) and Curt Gordon (Clinton)

**Absent:** Jack Ng (Freeland),

**Port Staff Present:** Angi Mozer (Executive Director) and Pat Kisch (Maintenance & Operations Supervisor)

**Absent:** Molly MacLeod-Roberts (Port Clerk/Accountant)

**MEETING CALL TO ORDER:** The Special Meeting of the Port District of South Whidbey Island’s Board of Commissioners was convened on Friday, February 21, 2025, in person at the China City Conference Room at 1804 Scott Road in Freeland, Washington and online via Zoom Meeting Service. As announced, the primary purpose of the Special Meeting was for the Commission to address the items on the Agenda. Although the Meeting was of course open to the public, it was scheduled primarily for Commission consideration, discussion and action on those specific issues and public participation was not on the Agenda.

Commissioner Curt Gordon (President) called the Special Meeting to order at 2:30 p.m., followed by the Pledge of Allegiance.

**Possession Beach Waterfront Park Boarding Floats**

The boarding floats were built in 1987 and 1991 and are quickly reaching the end of their useful life. Executive Director Angi Mozer has applied for funding to replace them through the Recreation and Conservation Office’s (RCO) Boating Facilities Program (BFP). She believes the Port has a good chance of receiving those funds. Previously, the Port has applied for Planning funding from BFP first to cover design, engineering & permitting costs and applying two years later for Development funds to cover construction costs. During this application process, Mozer learned that design and permitting are allowable pre-agreement costs for a project if within 3 years or less of the grant being awarded. Therefore, any activities conducted now would be covered by a potential funding agreement later this year.

Facet, the Port’s on-call engineering firm, has provided a Proposal for Marine and Environmental Consulting Services for Permit Package, Mitigation Plan and Agency Coordination in the amount of \$38,292. If the BFP grant is awarded, the Port would be reimbursed for the cost. If the grant is not successful, the Port would have to pay from its General Fund. Mozer recommended approval.

**ACTION: Motion made by Commissioner Greg Easton and seconded by Gordon to approve Facet’s Proposal for Marine and Environmental Consulting Services for the Possession Boarding Floats project in the amount of \$38,292. Motion passed unanimously.**

**ADJOURNMENT:** Without any further action, the Meeting was adjourned at 3:07 p.m.

Approved:

Minutes prepared and submitted by:

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Commissioner Jack Ng, Freeland

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Molly MacLeod-Roberts, Port Clerk/Accountant

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Commissioner Greg Easton, Langley

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Commissioner Curt Gordon, Clinton

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## PORT DISTRICT OF SOUTH WHIDBEY ISLAND

Minutes of the Regular Meeting

March 11, 2025

Held in Freeland, Washington  
and online via Zoom Meeting Service

**Commissioners Present:** Jack Ng (Freeland), Greg Easton (Langley) and Curt Gordon (Clinton)

**Port Staff Present:** Angi Mozer (Executive Director), Molly MacLeod-Roberts (Port Clerk/Accountant), Amanda Ellis (Fairgrounds Director), Pat Kisch (Maintenance & Operations Supervisor), Kathy Myers (Harbormaster) and David Stern (Fairgrounds Marketing & Events Coordinator)

**MEETING CALL TO ORDER:** Following a Workshop from 3:45 p.m. to 4:00 p.m. for informal Commission review and discussion of vouchers and recent correspondence, the Regular Meeting of the Port District of South Whidbey Island's Board of Commissioners was convened on Tuesday, March 11, 2025, in person at the meeting room of the Freeland Library at 5495 Harbor Avenue in Freeland, Washington and online via Zoom Meeting Service. Commissioner Curt Gordon (President) called the Regular Meeting to order at 4:00 p.m., followed by the Pledge of Allegiance.

### CONSENT AGENDA

**Approval of Current Vouchers:** Vouchers audited and certified by the Auditing Officer as required by RCW 42.24.080 and those expense reimbursement claims certified as required by RCW 42.24.090 have been recorded on a listing which has been made available to the Board, and have been presented to the Board for review.

**Approval of Minutes:** Minutes from Regular Meeting of January 13, 2025

**ACTION: Motion made by Commissioner Greg Easton and seconded by Commissioner Jack Ng to approve the Consent Agenda as presented, including the authorization and acceptance of Vouchers dated March 2025 as signed today in the amount of \$82,007.74. Motion passed unanimously.**

**Washington Public Ports Association (WPPA) Trustee Appointment:** WPPA requires the Port appoint a Trustee and Alternate each year. Since Ng is on the WPPA Executive Committee, he must be the Trustee.

**ACTION: Motion made by Easton and seconded by Ng to Appoint Ng as WPPA Trustee for 2025 and Easton as the Alternate Trustee. Motion passed unanimously.**

**PUBLIC COMMENT:** None.

### EXECUTIVE DIRECTOR REPORT

**Financial Update and January 2025 Financial Statement:** The Commission acknowledged receipt of the January 2025 Financial Statement, the Preliminary Profit & Loss for February 2025, and the performance graphs which were distributed to them previously. Executive Director Angi Mozer reported the Port received approximately \$24,000 in operating, tax, and capital revenue and incurred approximately \$101,000 in operating and capital expenses during January 2025. Ending cash balance at 1/31/25 was \$831,000, consisting of \$440,000 in the General Fund and \$391,000 in the Bond Fund.

### Fairgrounds Capital Projects Updates

**Workforce Housing Concept & Feasibility:** Mozer and Easton attended the Island County Board of Commissioners' Work Session Agenda on March 5<sup>th</sup> to discuss the Port's request to include the South Whidbey School District (SWSD) property in the funding agreement scope for the feasibility study. The County heard prior public comment from one individual that the SWSD was not interested in workforce housing. The County Commissioners subsequently asked for a letter from SWSD that they are willing to work with the Port on the project (without any financial obligation). Gordon will attend a SWSD Board Meeting if needed.

**Campground:** Western Refinery Services started work on February 24<sup>th</sup> and should be complete by April 4<sup>th</sup>. The project is going well; but there were two surprises: 1) an old septic tank was discovered where the new water lines need to go and was subsequently decommissioned and demolished, and 2) an electric panel

in the middle of the campground had the breaker for the dump station. The Port asked the contractor to move it into the electrical shed; the cost is \$8,000.

Drainage: Planning is ongoing to replace gutters. Mozer is still working with Facet to finalize the drainage system design around the Malone Building to hopefully go out to bid next week.

Coffman Kitchen Wall, Door Finishing/Improvements: Valdez Construction is scheduled to start the work on the Coffman Kitchen March 17th. Once those improvements are done, the flooring will be replaced.

Burrier Roof: Valdez Construction is scheduled to start the roof repairs on April 4<sup>th</sup>.

South Whidbey Harbor: Port Staff is ordering materials for the Steel Batter Pile Cathodic System project. Mozer submitted a funding request to State Representative Dave Paul for the electrical repairs. His office alerted Mozer to the Boating Infrastructure Grant Program and she will apply for that project and some others.

**Clinton Dock:** Mozer continues the work on separating the float construction from the overall project. The engineer provided a cost estimate for work on permitting for the float construction piece. She and the Port's environmental consultant have defined a plan to address the Suquamish Tribes concerns, starting with an internal discussion with the consultant and their tribal expert, the engineer and the Port. Easton noted that State Representative Greg Nance has offered to assist with tribal coordination if needed.

**Capital Facilities Plan:** Mozer developed the final draft scope to put out to bid for a Capital Facilities Plan (Request for Proposal).

**Port Levy:** Mozer met with consultant J. Marie Riche regarding resetting the Port levy and defining the scope of effort. Riche assisted with the Port's 2016 ballot measure. Gordon joined in the 1<sup>st</sup> half of the meeting and left; then Ng joined in for the 2<sup>nd</sup> half of the meeting. Riche will put together a proposal to support the effort.

## STATUS REPORTS

**Fairgrounds:** Fairgrounds Director Amanda Ellis presented her February report. Staff has been in communication with all the tenants regarding the ongoing projects. Planning for the Port-organized Freedom Fest in July is going very well. It is being extended to July 5<sup>th</sup> when there will be a barrel racing competition. Continuing to work on sponsorships. Ellis is also working on getting much needed WiFi service for the campground as RoverPass (online booking program) will be used starting in early April. After several discussions with Whidbey Telecom, she has reached out to Comcast and they agreed to come for a site visit on March 14<sup>th</sup>. Langley Creative District is working on recertification; Ellis agreed to report back to the Commissioners on their meetings and activities.

## Port Operations

Maintenance & Operations Supervisor Pat Kisch presented his February report. Both of the Port trucks are now parked at the **Fairgrounds** where there are cameras and lighting for security. Port Maintenance Tech Christian Tomisser has taken on the **Humphrey Rd Parking Lot** collections. At **Clinton Beach Park** an auto toilet valve was stuck and triggered a septic alarm. They were able to manually operate the pump and it eventually normalized. They are still working on removing the most recent graffiti in the picnic area. Kisch and Tomisser continued to assist the **Harbor** with small projects and ramp clearing. Work is progressing on the house at **Possession Beach Waterfront Park**

## South Whidbey Harbor

Harbormaster Kathy Myers presented her report. There were 12 day stops, 19 overnight stays and 1 club visit in February. The Harbor currently has 9 winter full term moorage customers and 2 monthly winter moorage customers. The Port has been talking with Pete Grimlund of the South Whidbey Yacht Club about the potential for the Club to have a 36' reciprocal slip at the Harbor for yacht clubs. If approved, Slip A1 would be used and the SWYC would pay a slightly discounted monthly fee for the slip. The guaranteed

monthly income would be beneficial for the Harbor. If no boater from a participating yacht club requests to use it, the Port can still use that slip for overnight moorage for someone on the call-back list. And if the vessel is over 36' the boater will pay the difference. Gordon asked for them to provide a prospectus. He also noted that the Harbor's revenue in February was up.

#### ACTIVITIES/INVOLVEMENT REPORTS

**Gordon:** Council of Governments (COG), Island Regional Transportation Planning Organization (IRTPO) and Clinton Community Council (CCC)

**COG:** Emily Wildeman provided a presentation on Emergency Housing and the 5 Year Homeless Housing Plan.

**IRTPO:** Main topic of discussion was the Safety Action Plan.

**CCC:** The CCC met with Island County Consultant Emily Neff regarding the Comp Scheme update. A representative from WEAN (Whidbey Environmental Action Network) will provide a presentation at the CCC's March meeting.

**Easton:** Marine Resources Committee (MRC) and City of Langley Council Meetings

**MRC:** No meeting last week, but members are invited to review/comment on the changes to the Shoreline Management Plan that was submitted to the Department of Ecology.

**WPPA Legislative Committee:** He plans to attend the Zoom meeting on March 14<sup>th</sup> for the mid-season report on WPPA's objectives.

**Langley:** The Council discussed its Transportation Benefit District and the additional tax.

**Ng:** Washington Public Ports Association (WPPA) and Port Promotion & Marketing Committee (P&M):

**WPPA:** The Spring Meeting will be held in Spokane in May.

**P&M:** The Port has entered into a contract with a company to help with marketing and public relations on social media. He noted that Ellis and Marketing & Events Coordinator are doing a great job posting about the Fairgrounds and Campground.

UNFINISHED BUSINESS: None.

NEW BUSINESS: Gordon reported that the Commission had received a Letter of Resignation from Executive Director Angi Mozer, effective June 30, 2025. Mozer explained that her military spouse will be deployed later this year and she has decided to resign in order to support her family. The Port will hold a workshop to develop a transition strategy and scheduling.

ADJOURNMENT: Without any further action, the Meeting was adjourned at 5:17 p.m.

Approved:

Minutes prepared and submitted by:

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Commissioner Jack Ng, Freeland

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Molly MacLeod-Roberts, Port Clerk/Accountant

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Commissioner Greg Easton, Langley

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Commissioner Curt Gordon, Clinton

**Public Disclosure Statement:** The foregoing Meeting Minutes, audio recording and all supporting documents presented are available at the Port of South Whidbey, 1804 Scott Rd., Suite 303, Freeland WA 98249.

**PORT DISTRICT OF SOUTH WHIDBEY ISLAND**

Minutes of the Special Meeting

March 24, 2025

Held in Freeland, Washington  
and online via Zoom Meeting Service

**Commissioners Present:** Jack Ng (Freeland), Greg Easton (Langley) and Curt Gordon (Clinton)

**Port Staff Present:** Angi Mozer (Executive Director), Molly MacLeod-Roberts (Port Clerk/Accountant) and Amanda Ellis (Fairgrounds Director)

**MEETING CALL TO ORDER:** The Special Meeting of the Port District of South Whidbey Island’s Board of Commissioners was convened on Monday, March 24, 2025, in person at the China City Conference Room at 1804 Scott Road in Freeland, Washington and online via Zoom Meeting Service. As announced, the primary purpose of the Special Meeting was for the Commission to address the items on the Agenda. Although the Meeting was of course open to the public, it was scheduled primarily for Commission consideration, discussion and action on those specific issues and public participation was not on the Agenda.

Commissioner Curt Gordon (President) called the Special Meeting to order at 3:30 p.m., followed by the Pledge of Allegiance.

**Consent Agenda**

**Approval of Current Vouchers:** Vouchers audited and certified by the Auditing Officer as required by RCW 42.24.080 and those expense reimbursement claims certified as required by RCW 42.24.090 have been recorded on a listing which has been made available to the Board, and have been presented to the Board for review.

**ACTION: Motion made by Commissioner Greg Easton and seconded by Gordon to approve the Consent Agenda as presented, including the authorization and acceptance of Vouchers dated March 24, 2025 as signed today in the amount of \$6,658.61. Motion passed unanimously.**

**Executive Director Recruitment:** Executive Director Angi Mozer provided copies of the Position Description that was prepared in 2023. The Commission discussed some minor changes and laid out a timeline. Mozer will advertise the position starting tomorrow, and the deadline to submit an application will be April 18<sup>th</sup>. From April 21<sup>st</sup> through May 2<sup>nd</sup>, the Commission and Mozer will select which candidates to interview and will conduct those interviews. They will plan to select the successful candidate by May 9<sup>th</sup>, with a potential start date of June 2<sup>nd</sup>.

**Workforce Housing Feasibility Study:** As discussed at the Port’s regular March meeting, the County Commissioners have asked for a letter from South Whidbey School District indicating they are willing to work with the Port on the project by allowing school property to be included in the study (without any financial obligation). Gordon will use the Public Comment period at the next SWSD Board Meeting to make the request.

**ADJOURNMENT:** Without any further action, the Meeting was adjourned at 4:16 p.m.

Approved:

Minutes prepared and submitted by:

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Commissioner Jack Ng, Freeland

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Molly MacLeod-Roberts, Port Clerk/Accountant

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Commissioner Greg Easton, Langley

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Commissioner Curt Gordon, Clinton

**Public Disclosure Statement:** The foregoing Meeting Minutes, audio recording and all supporting documents presented are available at the Port of South Whidbey, 1804 Scott Rd., Suite 303, Freeland WA 98249.



**PORT DISTRICT OF SOUTH WHIDBEY ISLAND**

**STATEMENT OF RECEIPTS AND DISBURSEMENTS  
ARISING FROM CASH TRANSACTIONS**

February 2025

April 2, 2025



1804 Scott Road, Suite 303 • P.O. Box 872  
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Board of Commissioners  
Port of South Whidbey Island  
1804 Scott Rd., Suite 303  
P.O. Box 872  
Freeland, WA 98249

Port staff has compiled the accompanying Statements of Receipts and Disbursements versus Budget arising from Cash Transactions of the General Fund and the Bond Fund, all funds combined, of the Port District of South Whidbey Island as of February 28, 2025, and the accompanying supplementary information, statements of receipts and disbursements for the General Fund and Bond Fund, LTGO Bonds, Administrative and Capital, Bush Point, Clinton Beach, Whidbey Island Fairgrounds & Events Center, Humphrey Road Parking Lot, Possession Beach Waterfront Park and South Whidbey Harbor in accordance with methods prescribed by the State Auditor under the authority of Chapter 43.09 RCW. The Port District uses the Budgeting, Accounting, and Reporting System for Unclassified Port Districts in the State of Washington.

The financial statements have been prepared on the basis of accounting prescribed by the State Auditor, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplementary schedules, information which is the representation of the Board of Commissioners. A certified public accountant has not audited or reviewed the accompanying financial statements.

The accompanying annual and expected budget of the Port District of South Whidbey Island for the year ending December 31, 2025, has not been compiled or examined by a certified public accountant.

Angi Mozer  
Executive Director  
Port District of South Whidbey Island

April 2, 2025

**Port of South Whidbey  
Summary  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Fairgrounds Revenue	195,400	6,320	14,140	(181,260)
Harbor Revenue	246,270	12,663	21,844	(224,426)
Humphrey Road Revenue	52,500	2,182	7,181	(45,319)
Interest Income	9,000	920	1,957	(7,043)
Miscellaneous Income	1,000	0	0	(1,000)
Possession Park Revenue	7,810	0	0	(7,810)
Property Tax Income	910,000	16,639	16,691	(893,309)
Timber, L/H, Comp Tax Income	1,000	95	95	(905)
<b>Total Income</b>	<u>1,422,980</u>	<u>38,819</u>	<u>61,908</u>	<u>(1,361,072)</u>
<b>Gross Income</b>	1,422,980	38,819	61,908	(1,361,072)
<b>Expense</b>				
Administration	683,760	43,914	93,402	(590,358)
Bush Point Operations	11,700	739	1,052	(10,648)
Clinton Beach Operations	11,900	228	538	(11,362)
Fairgrounds Operations	241,600	15,618	35,133	(206,467)
Humphrey Rd Parking Lot Ops	12,410	1,007	2,153	(10,257)
Possession Beach Park Ops	32,500	1,773	3,207	(29,293)
South Whidbey Harbor Ops	239,600	13,567	29,819	(209,781)
<b>Total Expense</b>	<u>1,233,470</u>	<u>76,846</u>	<u>165,304</u>	<u>(1,068,166)</u>
<b>Net Ordinary Income</b>	<u>189,510</u>	<u>(38,027)</u>	<u>(103,396)</u>	<u>(292,906)</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>Capital Revenue</b>				
<b>Bond Interest</b>				
2018A Bond Interest Income	6,000	430	882	(5,118)
2018B Bond Interest Income	6,000	430	882	(5,118)
<b>Total Bond Interest</b>	<u>12,000</u>	<u>860</u>	<u>1,763</u>	<u>(10,237)</u>
Clean Vessel Program Grant	750	0	0	(750)
<b>Fairgrounds</b>				
IC Grant 1 - Workforce Housing	130,000	0	0	(130,000)
RCEDF Grant - Fairgrounds	150,000	0	0	(150,000)
USDA Grant - Fairgrounds	0	0	0	0
WSDA Grant - Fairgrounds	0	0	0	0
<b>Total Fairgrounds</b>	<u>280,000</u>	<u>0</u>	<u>0</u>	<u>(280,000)</u>
RCO Possession Boarding Floats	30,000	0	0	(30,000)
STBG Clinton Dock	1,000,000	27,482	27,482	(972,518)
<b>Total Capital Revenue</b>	<u>1,322,750</u>	<u>28,343</u>	<u>29,245</u>	<u>(1,293,505)</u>
<b>Total Other Income</b>	<u>1,322,750</u>	<u>28,343</u>	<u>29,245</u>	<u>(1,293,505)</u>

**Port of South Whidbey  
Summary  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Other Expense</b>				
<b>Capital Expenditures</b>				
2012 LTGO Bond	64,600	0	350	(64,250)
2016 LTGO Bond	15,550	0	0	(15,550)
2018A LTGO Bond	20,950	0	350	(20,600)
2018B LTGO Bond (Taxable)	24,120	0	350	(23,770)
Capital Facilities Plan	30,000	0	0	(30,000)
Clean Vessel Grant Exp	1,000	0	0	(1,000)
Clinton Dock-Passenger Ferry	1,000,000	0	0	(1,000,000)
Fairgrounds - Cap Improvements	200,000	3,744	15,408	(184,593)
Fairgrounds - Workforce Housing	130,000	0	263	(129,738)
Port Tractor FG/SWH	8,000	0	0	(8,000)
RCO Possession Boarding Floats	40,000	0	0	(40,000)
SWH Capital Improvements	20,000	0	0	(20,000)
<b>Total Capital Expenditures</b>	<u>1,554,220</u>	<u>3,744</u>	<u>16,720</u>	<u>(1,537,500)</u>
<b>Total Other Expense</b>	<u>1,554,220</u>	<u>3,744</u>	<u>16,720</u>	<u>(1,537,500)</u>
<b>Net Other Income</b>	<u>(231,470)</u>	<u>24,599</u>	<u>12,525</u>	<u>243,995</u>
<b>Net Income</b>	<u><u>(41,960)</u></u>	<u><u>(13,428)</u></u>	<u><u>(90,870)</u></u>	<u><u>(48,910)</u></u>

**Port of South Whidbey  
Administrative and Capital  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income	9,000	920	1,957	(7,043)
Miscellaneous Income	1,000	0	0	(1,000)
Property Tax Income	910,000	16,639	16,691	(893,309)
Timber, L/H, Comp Tax Income	1,000	95	95	(905)
<b>Total Income</b>	<u>921,000</u>	<u>17,654</u>	<u>18,743</u>	<u>(902,257)</u>
<b>Gross Income</b>	921,000	17,654	18,743	(902,257)
<b>Expense</b>				
<b>Administration</b>				
Admin/Accounting Wages	39,800	3,045	6,672	(33,128)
Administrative Payroll Taxes	22,000	4,320	6,533	(15,467)
Commissioners' Salaries	12,960	1,080	2,160	(10,800)
Compensation Reserve	22,000	0	0	(22,000)
Consultant Services	20,000	0	0	(20,000)
County Service Fees	100	0	0	(100)
Dues & Memberships	3,000	365	615	(2,385)
Election Costs	11,000	0	0	(11,000)
Employee Fringe Benefits	27,000	2,850	5,400	(21,600)
Employee IRA Matching	7,000	706	1,464	(5,536)
Executive Director Salary	93,000	7,744	15,488	(77,513)
FMLA & CARES Payroll Taxes	4,000	0	1,223	(2,777)
Insurance (Port-wide)	115,000	0	0	(115,000)
Labor & Industries Taxes	22,000	0	4,548	(17,452)
Legal Fees	4,000	0	0	(4,000)
Legal Notices/Classified Ads	500	45	936	436
Maint & Ops Supervisor Wages	65,800	5,931	11,708	(54,092)
Maintenance Tech Wages	50,000	4,416	6,708	(43,292)
Marketing - General	4,000	150	150	(3,850)
Meetings & Education incl WPPA	5,000	665	2,615	(2,385)
Merchant Fees	7,000	436	847	(6,153)
Misc Expenses & Taxes	2,000	35	46	(1,954)
Ofc. Equip Lease, Purch, Repair	4,000	0	0	(4,000)
Office & Facilities Supplies	3,000	530	612	(2,388)
Office Telephone & Staff Mobile	7,600	650	1,280	(6,320)
Payroll Taxes - Commissioners	2,000	157	399	(1,601)
Per Diem - Commissioners				
Per Diem - Easton	5,600	322	1,127	(4,473)
Per Diem - Gordon	5,600	322	966	(4,634)
Per Diem - Ng	5,600	322	966	(4,634)
<b>Total Per Diem - Commissioners</b>	<u>16,800</u>	<u>966</u>	<u>3,059</u>	<u>(13,741)</u>
Port Clerk/Accountant Wages	70,000	5,539	12,381	(57,619)
Port Office Rental	30,000	2,500	5,000	(25,000)

**Port of South Whidbey  
Administrative and Capital  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
Port Vehicles' Expense	4,000	1,409	1,621	(2,379)
Promotional Hosting	500	0	0	(500)
Publications & Subscriptions	200	0	0	(200)
Travel Exp - Commissioners				
Travel Expense - Easton	1,500	0	100	(1,400)
Travel Expense - Gordon	1,500	0	499	(1,001)
Travel Expense - Ng	1,500	0	720	(780)
<b>Total Travel Exp - Commissioners</b>	<b>4,500</b>	<b>0</b>	<b>1,318</b>	<b>(3,182)</b>
Travel Expense - Staff	3,500	323	508	(2,992)
Website Design & Maintenance	500	55	110	(390)
<b>Total Administration</b>	<b>683,760</b>	<b>43,914</b>	<b>93,402</b>	<b>(590,358)</b>
<b>Total Expense</b>	<b>683,760</b>	<b>43,914</b>	<b>93,402</b>	<b>(590,358)</b>
<b>Net Ordinary Income</b>	<b>237,240</b>	<b>(26,260)</b>	<b>(74,659)</b>	<b>(311,899)</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>Capital Revenue</b>				
Clean Vessel Program Grant	750	0	0	(750)
<b>Fairgrounds</b>				
IC Grant 1 - Workforce Housing	130,000	0	0	(130,000)
RCEDF Grant - Fairgrounds	150,000	0	0	(150,000)
USDA Grant - Fairgrounds	0	0	0	0
WSDA Grant - Fairgrounds	0	0	0	0
<b>Total Fairgrounds</b>	<b>280,000</b>	<b>0</b>	<b>0</b>	<b>(280,000)</b>
RCO Possession Boarding Floats	30,000	0	0	(30,000)
STBG Clinton Dock	1,000,000	27,482	27,482	(972,518)
<b>Total Capital Revenue</b>	<b>1,310,750</b>	<b>27,482</b>	<b>27,482</b>	<b>(1,283,268)</b>
<b>Total Other Income</b>	<b>1,310,750</b>	<b>27,482</b>	<b>27,482</b>	<b>(1,283,268)</b>
<b>Other Expense</b>				
<b>Capital Expenditures</b>				
Capital Facilities Plan	30,000	0	0	(30,000)
Clean Vessel Grant Exp	1,000	0	0	(1,000)
Clinton Dock-Passenger Ferry	1,000,000	0	0	(1,000,000)
Fairgrounds - Cap Improvements	200,000	3,744	15,408	(184,593)
Fairgrounds - Workforce Housing	130,000	0	263	(129,738)
Port Tractor FG/SWH	8,000	0	0	(8,000)
RCO Possession Boarding Floats	40,000	0	0	(40,000)
SWH Capital Improvements	20,000	0	0	(20,000)
<b>Total Capital Expenditures</b>	<b>1,429,000</b>	<b>3,744</b>	<b>15,670</b>	<b>(1,413,330)</b>
<b>Total Other Expense</b>	<b>1,429,000</b>	<b>3,744</b>	<b>15,670</b>	<b>(1,413,330)</b>
<b>Net Other Income</b>	<b>(118,250)</b>	<b>23,738</b>	<b>11,812</b>	<b>130,062</b>
<b>Net Income</b>	<b>118,990</b>	<b>(2,522)</b>	<b>(62,847)</b>	<b>(181,837)</b>

**Port of South Whidbey  
LTGO Bonds  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>Capital Revenue</b>				
<b>Bond Interest</b>				
2018A Bond Interest Income	6,000	430	451	(5,549)
2018B Bond Interest Income	6,000	430	451	(5,549)
<b>Total Bond Interest</b>	<u>12,000</u>	<u>860</u>	<u>903</u>	<u>(11,097)</u>
<b>Total Capital Revenue</b>	<u>12,000</u>	<u>860</u>	<u>903</u>	<u>(11,097)</u>
<b>Total Other Income</b>	<u>12,000</u>	<u>860</u>	<u>903</u>	<u>(11,097)</u>
<b>Other Expense</b>				
<b>Capital Expenditures</b>				
<b>2012 LTGO Bond</b>				
2012 LTGO Bond Fees	350	0	350	0
2012 LTGO Bond Interest	14,250	0	0	(14,250)
2012 LTGO Bond Principal	50,000	0	0	(50,000)
<b>Total 2012 LTGO Bond</b>	<u>64,600</u>	<u>0</u>	<u>350</u>	<u>(64,250)</u>
<b>2016 LTGO Bond</b>				
2016 LTGO Bond Interest	550	0	0	(550)
2016 LTGO Bond Principal	15,000	0	0	(15,000)
<b>Total 2016 LTGO Bond</b>	<u>15,550</u>	<u>0</u>	<u>0</u>	<u>(15,550)</u>
<b>2018A LTGO Bond</b>				
2018A LTGO Bond Fees	350	0	350	0
2018A LTGO Bond Interest	15,600	0	0	(15,600)
2018A LTGO Bond Principal	5,000	0	0	(5,000)
<b>Total 2018A LTGO Bond</b>	<u>20,950</u>	<u>0</u>	<u>350</u>	<u>(20,600)</u>
<b>2018B LTGO Bond (Taxable)</b>				
2018B LTGO Bond Fees	350	0	350	0
2018B LTGO Bond Interest	18,770	0	0	(18,770)
2018B LTGO Bond Principal	5,000	0	0	(5,000)
<b>Total 2018B LTGO Bond (Taxable)</b>	<u>24,120</u>	<u>0</u>	<u>350</u>	<u>(23,770)</u>
<b>Total Capital Expenditures</b>	<u>125,220</u>	<u>0</u>	<u>1,050</u>	<u>(124,170)</u>
<b>Total Other Expense</b>	<u>125,220</u>	<u>0</u>	<u>1,050</u>	<u>(124,170)</u>
<b>Net Other Income</b>	<u>(113,220)</u>	<u>860</u>	<u>(147)</u>	<u>113,073</u>
<b>Net Income</b>	<u><u>(113,220)</u></u>	<u><u>860</u></u>	<u><u>(147)</u></u>	<u><u>113,073</u></u>

**Port of South Whidbey**  
**Bush Point**  
**Statement of Revenue Collected and Expenses Paid vs. Budget**  
For the Year to Date Period Ending February 28, 2025

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Bush Point Operations</b>				
Dock & Ramp - Bush Pt	1,000	0	0	(1,000)
Electricity - Bush Pt	1,500	212	419	(1,081)
Equipment - Bush Pt	2,000	0	71	(1,929)
Internet - Bush Pt	500	0	0	(500)
Maint & Repair - Bush Pt	1,000	490	490	(510)
Materials & Supplies - Bush Pt	1,000	0	0	(1,000)
Minor Improvements - Bush Pt	3,000	0	0	(3,000)
Refuse Removal - Bush Pt	700	37	73	(627)
Water System - Bush Pt	1,000	0	0	(1,000)
<b>Total Bush Point Operations</b>	<u>11,700</u>	<u>739</u>	<u>1,052</u>	<u>(10,648)</u>
<b>Total Expense</b>	<u>11,700</u>	<u>739</u>	<u>1,052</u>	<u>(10,648)</u>
<b>Net Ordinary Income</b>	<u>(11,700)</u>	<u>(739)</u>	<u>(1,052)</u>	<u>10,648</u>
<b>Net Income</b>	<u><u>(11,700)</u></u>	<u><u>(739)</u></u>	<u><u>(1,052)</u></u>	<u><u>10,648</u></u>



**Port of South Whidbey  
Clinton Beach  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Clinton Beach Operations</b>				
Dock (Maint/Project) - Clinton	1,000	0	0	(1,000)
Electricity - Clinton Beach	900	97	198	(702)
Maint & Repair - Clinton Beach	2,000	0	0	(2,000)
Materials & Supplies - Clinton	1,000	0	31	(969)
Minor Improvements - Clinton	5,000	0	0	(5,000)
Refuse Removal - Clinton Beach	1,600	131	258	(1,342)
Water System - Clinton Beach	400	0	51	(349)
<b>Total Clinton Beach Operations</b>	<u>11,900</u>	<u>228</u>	<u>538</u>	<u>(11,362)</u>
<b>Total Expense</b>	<u>11,900</u>	<u>228</u>	<u>538</u>	<u>(11,362)</u>
<b>Net Ordinary Income</b>	<u>(11,900)</u>	<u>(228)</u>	<u>(538)</u>	<u>11,362</u>
<b>Net Income</b>	<u><u>(11,900)</u></u>	<u><u>(228)</u></u>	<u><u>(538)</u></u>	<u><u>11,362</u></u>

**Port of South Whidbey**  
**Whidbey Island Fairgrounds**  
**Statement of Revenue Collected and Expenses Paid vs. Budget**  
For the Year to Date Period Ending February 28, 2025

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Fairgrounds Revenue</b>				
Camping Fees - Fairgrounds	80,000	356	528	(79,472)
Dump/Water Fees - Campground	8,000	85	165	(7,835)
Fair Association Lease	1,200	200	200	(1,000)
<b>Fairgrounds Events</b>				
Event Haul In Fees-Fairgrounds	500	0	0	(500)
Event Rentals - Fairgrounds	59,500	2,460	6,605	(52,895)
<b>Total Fairgrounds Events</b>	<u>60,000</u>	<u>2,460</u>	<u>6,605</u>	<u>(53,395)</u>
Fairgrounds Revenue - Misc	200	25	107	(93)
<b>Taxes - Fairgrounds</b>				
Camping Sales/Lodging Tax	6,000	39	57	(5,943)
L/H Tax Revenue - Fairgrounds	3,000	282	583	(2,417)
<b>Total Taxes - Fairgrounds</b>	<u>9,000</u>	<u>321</u>	<u>640</u>	<u>(8,360)</u>
Tenant Leases - Fairgrounds	37,000	2,873	5,894	(31,106)
<b>Total Fairgrounds Revenue</b>	<u>195,400</u>	<u>6,320</u>	<u>14,140</u>	<u>(181,260)</u>
<b>Total Income</b>	<u>195,400</u>	<u>6,320</u>	<u>14,140</u>	<u>(181,260)</u>
<b>Gross Income</b>	195,400	6,320	14,140	(181,260)
<b>Expense</b>				
<b>Fairgrounds Operations</b>				
Electricity - Fairgrounds	21,000	2,915	5,668	(15,332)
Employee Benefits - Fairgrounds	7,200	600	1,200	(6,000)
Equipment (Purch/Rent/Repair)	7,000	893	1,035	(5,965)
Fairgrounds Misc Exp	2,000	0	0	(2,000)
FG Director Wages	62,500	5,438	10,707	(51,793)
FG Mktg & Events Coord Wages	25,200	1,733	4,684	(20,516)
Maint & Repair - Fairgrounds	8,000	684	714	(7,286)
Maint Campground Host Wages	10,400	0	0	(10,400)
Maint Laborer Wages - Part Time	20,800	0	0	(20,800)
Maint Wages - Temp Fair	2,500	0	0	(2,500)
Marketing/Advertising-FG	6,000	0	0	(6,000)
Materials & Supplies - Fair	13,000	961	1,370	(11,630)
Minor Improvements - Fair	5,000	0	0	(5,000)
Payroll Taxes - Fairgrounds	8,000	601	1,281	(6,719)
Propane - Fairgrounds	4,000	0	911	(3,089)

**Port of South Whidbey**  
**Whidbey Island Fairgrounds**  
**Statement of Revenue Collected and Expenses Paid vs. Budget**  
**For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
Refuse Removal - Fairgrounds	4,000	976	1,932	(2,068)
<b>Taxes - Fairgrounds</b>				
B & O Tax - Fair	500	45	106	(394)
Leasehold Tax - Fair	3,500	0	1,051	(2,449)
Sales & Lodging Tax	2,000	19	31	(1,969)
<b>Total Taxes - Fairgrounds</b>	<u>6,000</u>	<u>63</u>	<u>1,188</u>	<u>(4,812)</u>
Telephone & DSL - Fairgrounds	9,000	724	1,453	(7,547)
Vehicle Maintenance - Fair	2,000	30	30	(1,970)
Water & Sewer - Fairgrounds	18,000	0	2,959	(15,041)
<b>Total Fairgrounds Operations</b>	<u>241,600</u>	<u>15,618</u>	<u>35,133</u>	<u>(206,467)</u>
<b>Total Expense</b>	<u>241,600</u>	<u>15,618</u>	<u>35,133</u>	<u>(206,467)</u>
<b>Net Ordinary Income</b>	<u>(46,200)</u>	<u>(9,299)</u>	<u>(20,994)</u>	<u>25,206</u>
<b>Net Income</b>	<u><u>(46,200)</u></u>	<u><u>(9,299)</u></u>	<u><u>(20,994)</u></u>	<u><u>25,206</u></u>

**Port of South Whidbey**  
**Humphrey Road Parking Lot**  
**Statement of Revenue Collected and Expenses Paid vs. Budget**  
For the Year to Date Period Ending February 28, 2025

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Humphrey Road Revenue</b>				
Daily Parking Fees-Humphrey Rd	26,000	1,687	3,539	(22,461)
Permit Fees - Humphrey Rd	22,000	319	3,062	(18,939)
Sales Tax - Humphrey Rd	4,500	177	581	(3,919)
<b>Total Humphrey Road Revenue</b>	<u>52,500</u>	<u>2,182</u>	<u>7,181</u>	<u>(45,319)</u>
<b>Total Income</b>	<u>52,500</u>	<u>2,182</u>	<u>7,181</u>	<u>(45,319)</u>
<b>Gross Income</b>	52,500	2,182	7,181	(45,319)
<b>Expense</b>				
<b>Humphrey Rd Parking Lot Ops</b>				
Attendant Payroll - Humphrey Rd	6,240	520	1,040	(5,200)
General Maint - Humphrey Rd	500	0	15	(485)
Improvements - Humphrey Lot	1,000	0	0	(1,000)
Materials & Supplies - Humph Rd	700	27	46	(654)
Payroll Taxes - Humphrey Rd	470	40	80	(390)
<b>Taxes - Humphrey Rd</b>				
B & O Taxes - Humphrey Rd	100	15	41	(59)
WSST - Parking	3,400	404	932	(2,468)
<b>Total Taxes - Humphrey Rd</b>	<u>3,500</u>	<u>420</u>	<u>973</u>	<u>(2,527)</u>
<b>Total Humphrey Rd Parking Lot Ops</b>	<u>12,410</u>	<u>1,007</u>	<u>2,153</u>	<u>(10,257)</u>
<b>Total Expense</b>	<u>12,410</u>	<u>1,007</u>	<u>2,153</u>	<u>(10,257)</u>
<b>Net Ordinary Income</b>	<u>40,090</u>	<u>1,176</u>	<u>5,028</u>	<u>(35,062)</u>
<b>Net Income</b>	<u><b>40,090</b></u>	<u><b>1,176</b></u>	<u><b>5,028</b></u>	<u><b>(35,062)</b></u>

**Port of South Whidbey**  
**Possession Beach Waterfront Park**  
**Statement of Revenue Collected and Expenses Paid vs. Budget**  
For the Year to Date Period Ending February 28, 2025

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Possession Park Revenue</b>				
Donations - Possession Park	200	0	0	(200)
Electricity reimb - Poss Pk	500	0	0	(500)
Parking Fees - Possession	100	0	0	(100)
Rental of Residence - Poss Pk	7,000	0	0	(7,000)
Sales Tax - Possession Parking	10	0	0	(10)
<b>Total Possession Park Revenue</b>	<u>7,810</u>	<u>0</u>	<u>0</u>	<u>(7,810)</u>
<b>Total Income</b>	<u>7,810</u>	<u>0</u>	<u>0</u>	<u>(7,810)</u>
<b>Gross Income</b>	7,810	0	0	(7,810)
<b>Expense</b>				
<b>Possession Beach Park Ops</b>				
Dock & Ramp - Possession		308	308	
Electricity - Possession	3,000	382	1,368	(1,632)
Equip (Purchase/Rent/Repair)	2,500	53	107	(2,393)
Maint & Repair - Possession	4,000	227	241	(3,759)
Maint. Wages - Possession	9,000	260	260	(8,740)
Materials & Suppl - Possession	2,500	0	16	(2,484)
Minor Improvements - Poss Pk	6,000	293	293	(5,707)
Payroll Taxes - Possession	750	20	20	(730)
Refuse Removal - Possession	2,000	114	226	(1,774)
<b>Taxes - Possession</b>				
B &O Taxes - Poss Pk	5	0	(0)	(5)
WSST - Overnight Parking	45	0	3	(42)
<b>Total Taxes - Possession</b>	<u>50</u>	<u>0</u>	<u>3</u>	<u>(47)</u>
Telephone - Possession	1,200	116	233	(967)
Water System Maint - Poss Pk	1,500	0	133	(1,367)
<b>Total Possession Beach Park Ops</b>	<u>32,500</u>	<u>1,773</u>	<u>3,207</u>	<u>(29,293)</u>
<b>Total Expense</b>	<u>32,500</u>	<u>1,773</u>	<u>3,207</u>	<u>(29,293)</u>
<b>Net Ordinary Income</b>	<u>(24,690)</u>	<u>(1,773)</u>	<u>(3,207)</u>	<u>21,483</u>
<b>Net Income</b>	<u><u>(24,690)</u></u>	<u><u>(1,773)</u></u>	<u><u>(3,207)</u></u>	<u><u>21,483</u></u>

**Port of South Whidbey**  
**South Whidbey Harbor**  
**Statement of Revenue Collected and Expenses Paid vs. Budget**  
For the Year to Date Period Ending February 28, 2025

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Harbor Revenue</b>				
Annual Moorage	16,000	5,911	6,775	(9,225)
Commercial Moorage	3,000	0	0	(3,000)
Dinghy	770	0	0	(770)
Dock Sales - Ice	1,000	0	0	(1,000)
Donations	200	0	0	(200)
Harbor Revenue - Misc	100	0	0	(100)
L/H Tax Revenue - SWH	7,500	1,211	1,957	(5,543)
Live-aboard fee	500	180	480	(20)
Monthly Moorage	40,000	3,342	7,984	(32,017)
Showers	1,500	131	256	(1,244)
SWH Uplands Lease	1,400	0	0	(1,400)
Transient Day Use Moorage	14,300	137	433	(13,867)
Transient Overnight Moorage	160,000	1,752	3,960	(156,040)
<b>Total Harbor Revenue</b>	<u>246,270</u>	<u>12,663</u>	<u>21,844</u>	<u>(224,426)</u>
<b>Total Income</b>	<u>246,270</u>	<u>12,663</u>	<u>21,844</u>	<u>(224,426)</u>
<b>Gross Income</b>	246,270	12,663	21,844	(224,426)
<b>Expense</b>				
<b>South Whidbey Harbor Ops</b>				
Advertising/Promotion - Harbor	2,500	0	0	(2,500)
Asst Harbormaster Wages	43,700	3,864	5,544	(38,156)
DNR Tidelands Lease	12,000	0	0	(12,000)
Dockhand - Part Time	20,800	0	0	(20,800)
Electricity - Harbor	12,000	307	2,196	(9,804)
Employee Benefits - Harbor	14,400	1,200	2,400	(12,000)
Equip (Purch/Rent/Repair) SWH	3,000	16	33	(2,967)
Golf Cart & Boat-Maint	800	16	391	(409)
Harbormaster Wages	57,400	4,854	9,939	(47,461)
Ice Purchases	600	0	0	(600)
Maint & Repair - Harbor	5,000	135	253	(4,747)
Maint Contracts - Harbor	0	679	679	679
Materials & Supplies - Harbor	9,000	467	472	(8,528)
Minor Improvements - Harbor	1,500	116	116	(1,384)
Payroll Taxes - Harbor	10,900	806	1,495	(9,405)
Pump-Out Barge M & R	1,000	0	0	(1,000)
Refuse Removal - Harbor	4,000	255	505	(3,495)

**Port of South Whidbey  
South Whidbey Harbor  
Statement of Revenue Collected and Expenses Paid vs. Budget  
For the Year to Date Period Ending February 28, 2025**

	<u>Budget</u>	<u>Feb 25</u>	<u>Year To Date</u>	<u>Budget Variance</u>
<b>Seasonal Wages - Harbor</b>	20,000	542	1,499	(18,501)
<b>Taxes - Harbor</b>				
<b>B &amp; O Tax - Harbor</b>	3,000	50	111	(2,889)
<b>Leasehold Tax - Harbor</b>	7,000	0	2,810	(4,190)
<b>Total Taxes - Harbor</b>	<u>10,000</u>	<u>50</u>	<u>2,920</u>	<u>(7,080)</u>
<b>Telephone &amp; DSL - Harbor</b>	3,000	261	523	(2,477)
<b>Water &amp; Sewer - Harbor</b>	<u>8,000</u>	<u>0</u>	<u>855</u>	<u>(7,145)</u>
<b>Total South Whidbey Harbor Ops</b>	<u>239,600</u>	<u>13,567</u>	<u>29,819</u>	<u>(209,781)</u>
<b>Total Expense</b>	<u>239,600</u>	<u>13,567</u>	<u>29,819</u>	<u>(209,781)</u>
<b>Net Ordinary Income</b>	<u>6,670</u>	<u>(904)</u>	<u>(7,975)</u>	<u>(14,645)</u>
<b>Net Income</b>	<u><u>6,670</u></u>	<u><u>(904)</u></u>	<u><u>(7,975)</u></u>	<u><u>(14,645)</u></u>

**PORT OF SOUTH WHIDBEY**

February 28, 2025

Ending General Fund Cash Balance as of 12/31/24	63,469.41
Ending General Fund Investment Balance as of 12/31/24	456,000.00
Ending Bond Fund Cash Balance as of 12/31/24	1,038.08
Ending Bond Fund Investment Balance as of 12/31/24	389,449.20
<b>Balance as of 12/31/24</b>	<b><u>909,956.69</u></b>
Original Estimated Beginning Cash per 2025 Budget	845,560.00
Actual Beginning Cash Balance as of 1/1/25	909,956.69
<b>Difference</b>	<b><u>64,396.69</u></b>
Original Estimated Ending Cash per 2025 Budget	<b>803,600.00</b>
Ending General Fund Cash Balance as of 2/28/25	33,544.60
Ending General Fund Investment Balance as of 2/28/25	394,000.00
Ending Bond Fund Cash Balance as of 2/28/25	863.27
Ending Bond Fund Investment Balance as of 2/28/25	391,387.20
<b>Balance as of 2/28/25</b>	<b><u>819,795.07</u></b>
<b>General Fund Cash &amp; Investment Total as of 2/28/25</b>	<b>427,544.60</b>
<b>Bond Fund Cash &amp; Investment Total as of 2/28/25</b>	<b><u>392,250.47</u></b>
	<b><u>819,795.07</u></b>



**Port of South Whidbey**  
**Preliminary Profit & Loss**  
 March 2025

	Mar 25
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Fairgrounds Revenue</b>	
Fair Association Lease	100.00
Fairgrounds Events	
Event Rentals - Fairgrounds	3,435.00
<b>Total Fairgrounds Events</b>	3,435.00
Fairgrounds Revenue - Misc	25.00
Tenant Leases - Fairgrounds	3,849.70
<b>Total Fairgrounds Revenue</b>	7,409.70
<b>Harbor Revenue</b>	
Annual Moorage	1,368.00
Donations	2.00
Harbor Revenue - Misc	0.01
Live-aboard fee	240.00
Monthly Moorage	3,822.50
Showers	99.00
Transient Day Use Moorage	293.00
Transient Overnight Moorage	2,856.00
<b>Total Harbor Revenue</b>	8,680.51
<b>Humphrey Road Revenue</b>	
Daily Parking Fees-Humphrey Rd	2,359.60
Permit Fees - Humphrey Rd	4,146.32
<b>Total Humphrey Road Revenue</b>	6,505.92
<b>Total Income</b>	22,596.13
<b>Gross Profit</b>	22,596.13
<b>Expense</b>	
<b>Administration</b>	
Admin/Accounting Wages	3,013.08
Commissioners' Salaries	1,080.00
Employee Fringe Benefits	2,850.00
Executive Director Salary	7,743.75
Legal Fees	270.00
Maint & Ops Supervisor Wages	5,307.21
Maintenance Tech Wages	3,840.00
Marketing - General	1,500.00
Misc Expenses & Taxes	1,447.92
Ofc. Equip Lease, Purch, Repair	-68.53
Office & Facilities Supplies	140.63
Office Telephone & Staff Mobile	612.99
Per Diem - Commissioners	
Per Diem - Easton	966.00
Per Diem - Gordon	805.00
Per Diem - Ng	483.00
<b>Total Per Diem - Commissioners</b>	2,254.00
Port Clerk/Accountant Wages	5,636.36
Port Office Rental	2,500.00
Port Vehicles' Expense	616.09
Promotional Hosting	0.00
Travel Exp - Commissioners	
Travel Expense - Easton	284.25
Travel Expense - Gordon	35.00
Travel Expense - Ng	365.81
<b>Total Travel Exp - Commissioners</b>	685.06

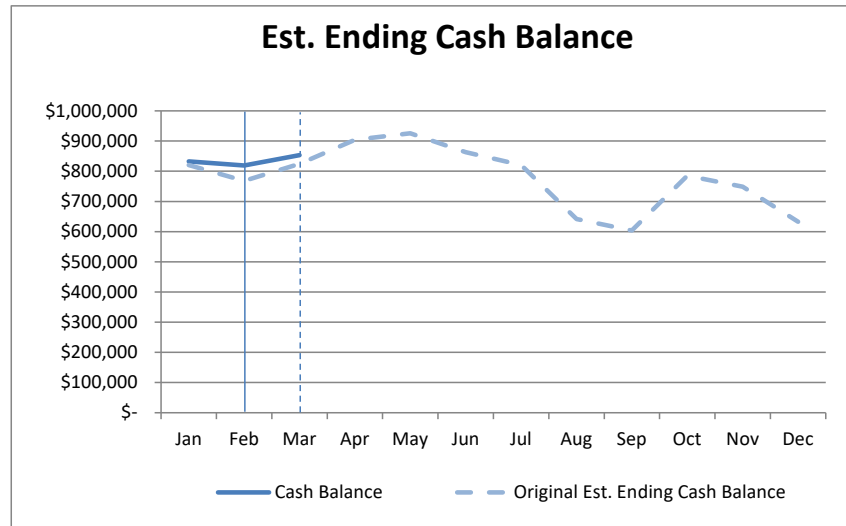
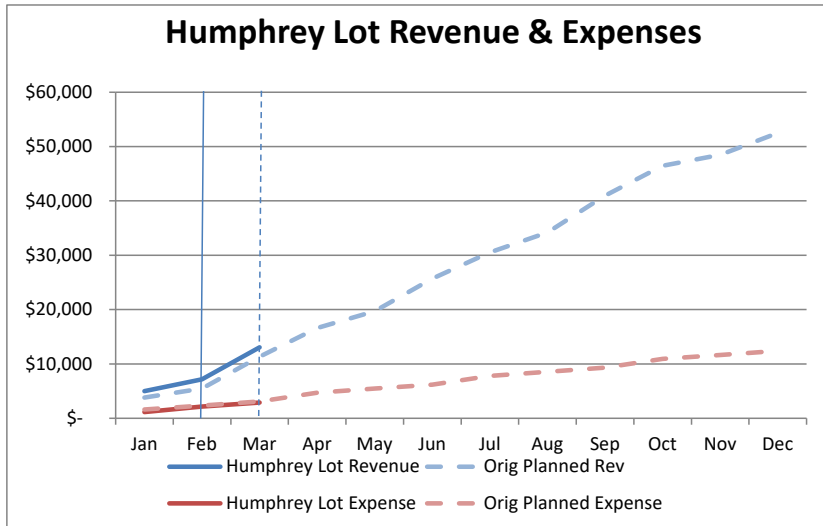
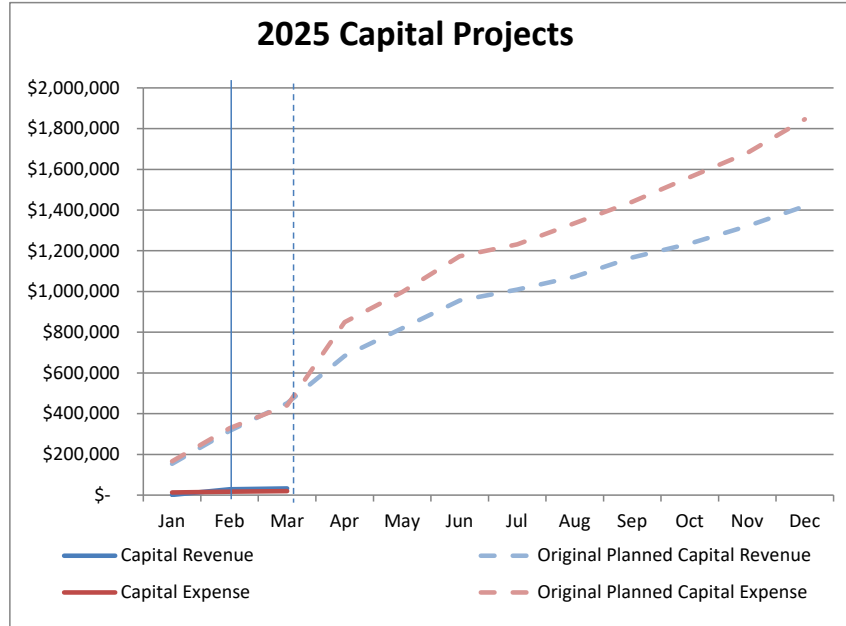
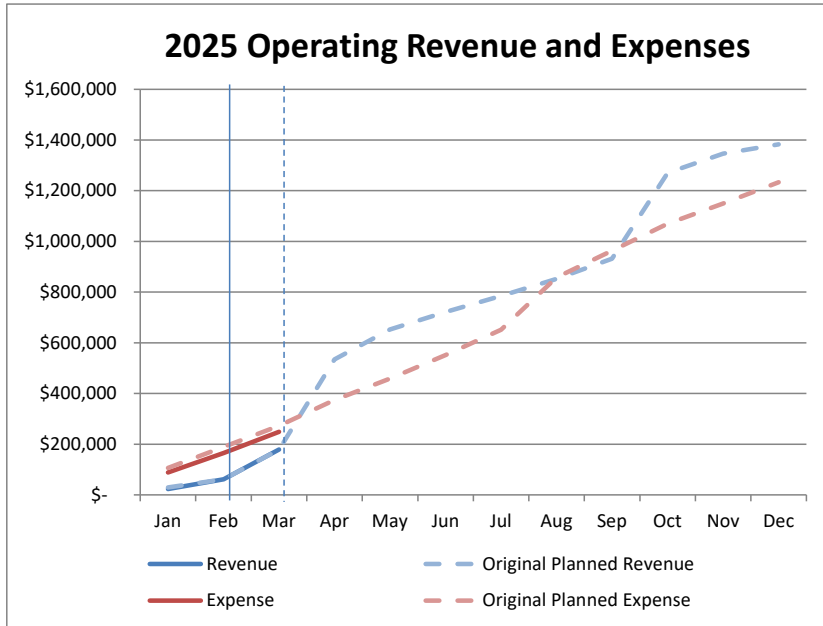
**Port of South Whidbey**  
**Preliminary Profit & Loss**  
 March 2025

	Mar 25
Travel Expense - Staff	282.38
Website Design & Maintenance	55.00
<b>Total Administration</b>	<b>39,765.94</b>
<b>Bush Point Operations</b>	
Refuse Removal - Bush Pt	36.94
<b>Total Bush Point Operations</b>	<b>36.94</b>
<b>Clinton Beach Operations</b>	
Refuse Removal - Clinton Beach	130.50
Water System - Clinton Beach	53.44
<b>Total Clinton Beach Operations</b>	<b>183.94</b>
<b>Fairgrounds Operations</b>	
Electricity - Fairgrounds	1,897.82
Employee Benefits - Fairgrounds	600.00
Equipment (Purch/Rent/Repair)	75.08
FG Director Wages	4,925.39
FG Mktg & Events Coord Wages	1,678.25
Maint & Repair - Fairgrounds	15.00
Maint Wages - Temp Fair	20.00
Marketing/Advertising-FG	239.22
Materials & Supplies - Fair	756.72
Propane - Fairgrounds	1,023.03
Refuse Removal - Fairgrounds	976.21
Taxes - Fairgrounds	
B & O Tax - Fair	0.00
Sales & Lodging Tax	38.50
<b>Total Taxes - Fairgrounds</b>	<b>38.50</b>
Telephone & DSL - Fairgrounds	723.35
Vehicle Maintenance - Fair	145.68
<b>Total Fairgrounds Operations</b>	<b>13,114.25</b>
<b>Humphrey Rd Parking Lot Ops</b>	
Attendant Payroll - Humphrey Rd	520.00
General Maint - Humphrey Rd	175.00
Taxes - Humphrey Rd	
B & O Taxes - Humphrey Rd	0.00
WSST - Parking	176.52
<b>Total Taxes - Humphrey Rd</b>	<b>176.52</b>
<b>Total Humphrey Rd Parking Lot Ops</b>	<b>871.52</b>
<b>Payroll Expenses</b>	<b>4,984.89</b>
<b>Possession Beach Park Ops</b>	
Equip (Purchase/Rent/Repair)	53.32
Maint & Repair - Possession	36.16
Maint. Wages - Possession	240.00
Materials & Suppl - Possession	13.05
Refuse Removal - Possession	114.26
Telephone - Possession	116.39
Water System Maint - Poss Pk	251.60
<b>Total Possession Beach Park Ops</b>	<b>824.78</b>
<b>South Whidbey Harbor Ops</b>	
Asst Harbormaster Wages	3,202.50
Dockhand - Part Time	835.00
Electricity - Harbor	1,783.47
Employee Benefits - Harbor	1,200.00
Equip (Purch/Rent/Repair) SWH	16.33
Golf Cart & Boat-Maint	50.82

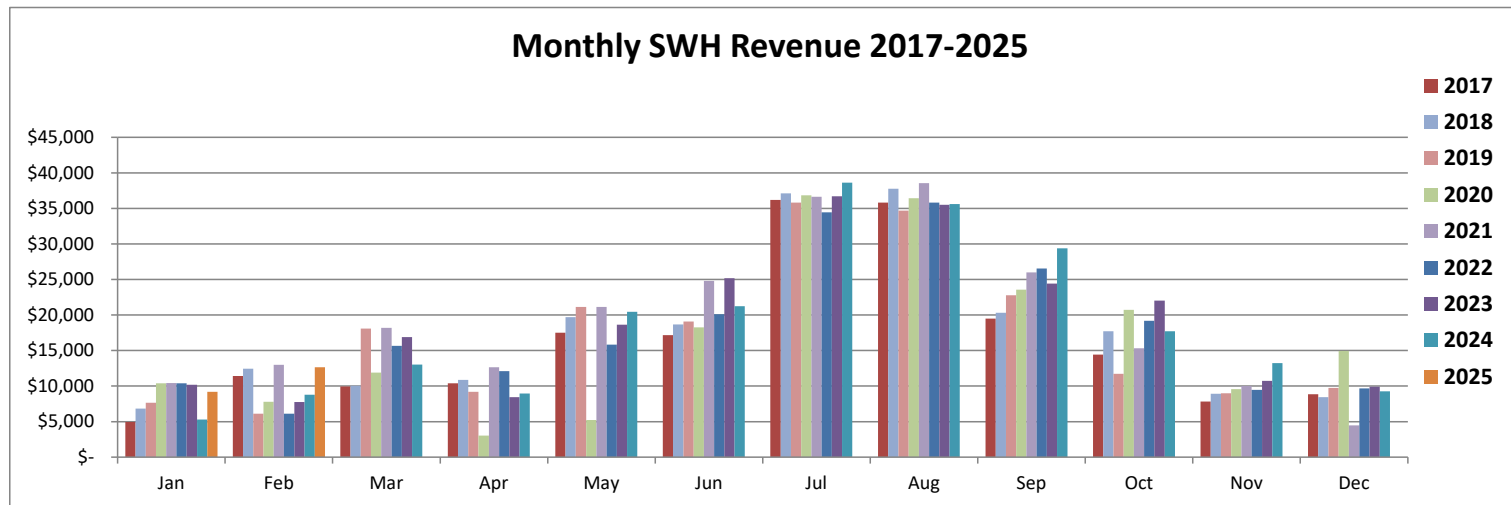
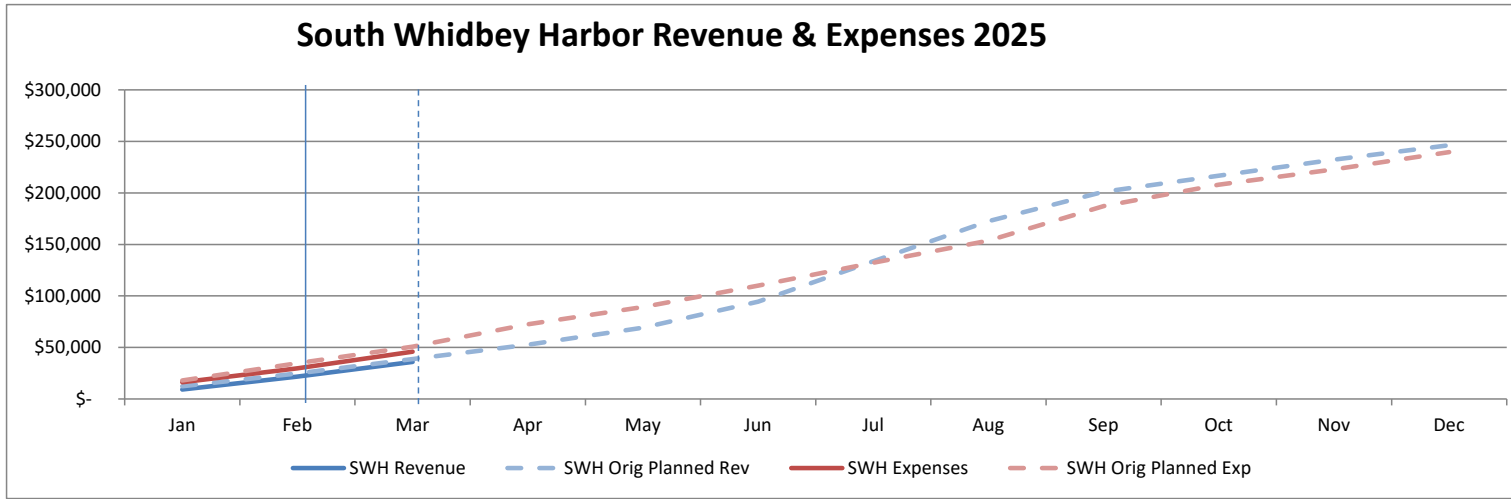
Port of South Whidbey  
Preliminary Profit & Loss  
March 2025

	<u>Mar 25</u>
Harbor Receipts Discrepancy	0.02
Harbormaster Wages	4,292.47
Maint & Repair - Harbor	500.09
Materials & Supplies - Harbor	847.11
Refuse Removal - Harbor	254.90
Seasonal Wages - Harbor	0.00
Taxes - Harbor	
B & O Tax - Harbor	-0.01
Total Taxes - Harbor	-0.01
Telephone & DSL - Harbor	298.42
Total South Whidbey Harbor Ops	13,281.12
Total Expense	73,063.38
Net Ordinary Income	-50,467.25
Other Income/Expense	
Other Expense	
Capital Expenditures	
Fairgrounds - Cap Improvements	9,451.48
Total Capital Expenditures	9,451.48
Total Other Expense	9,451.48
Net Other Income	-9,451.48
Net Income	<u><u>-59,918.73</u></u>

## Port of South Whidbey 2025 Projections

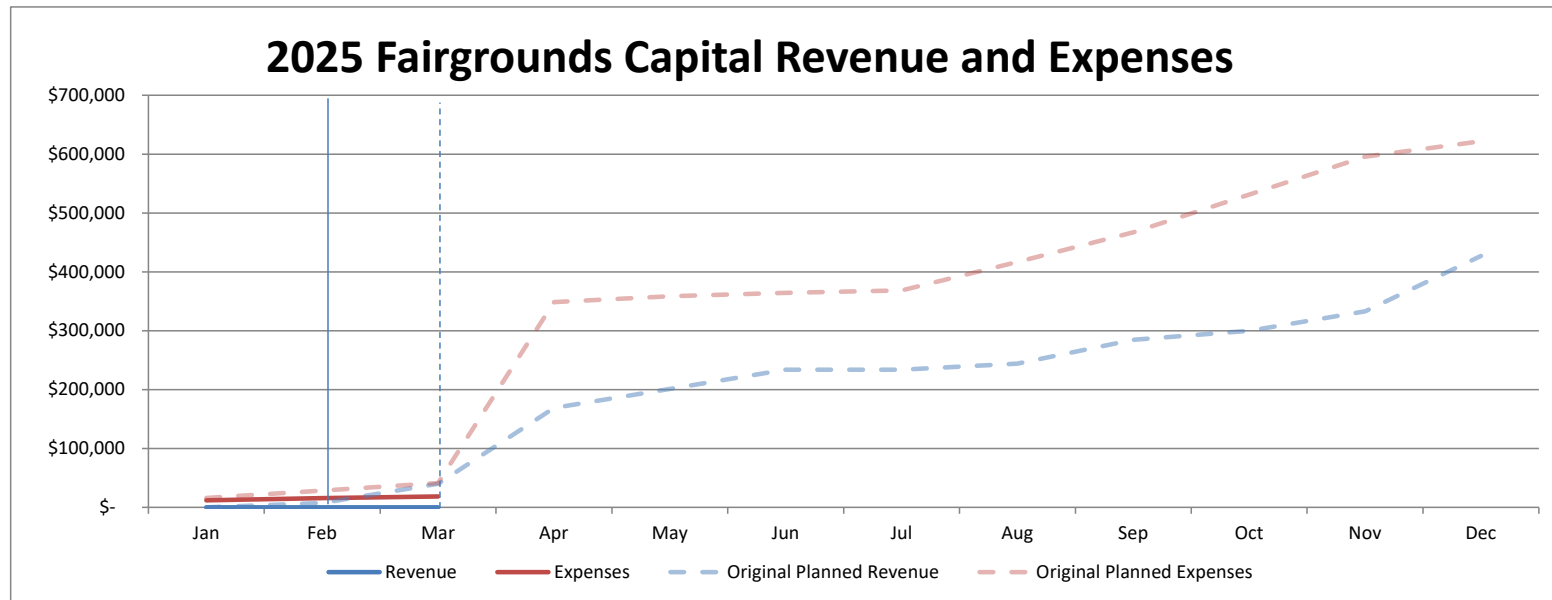
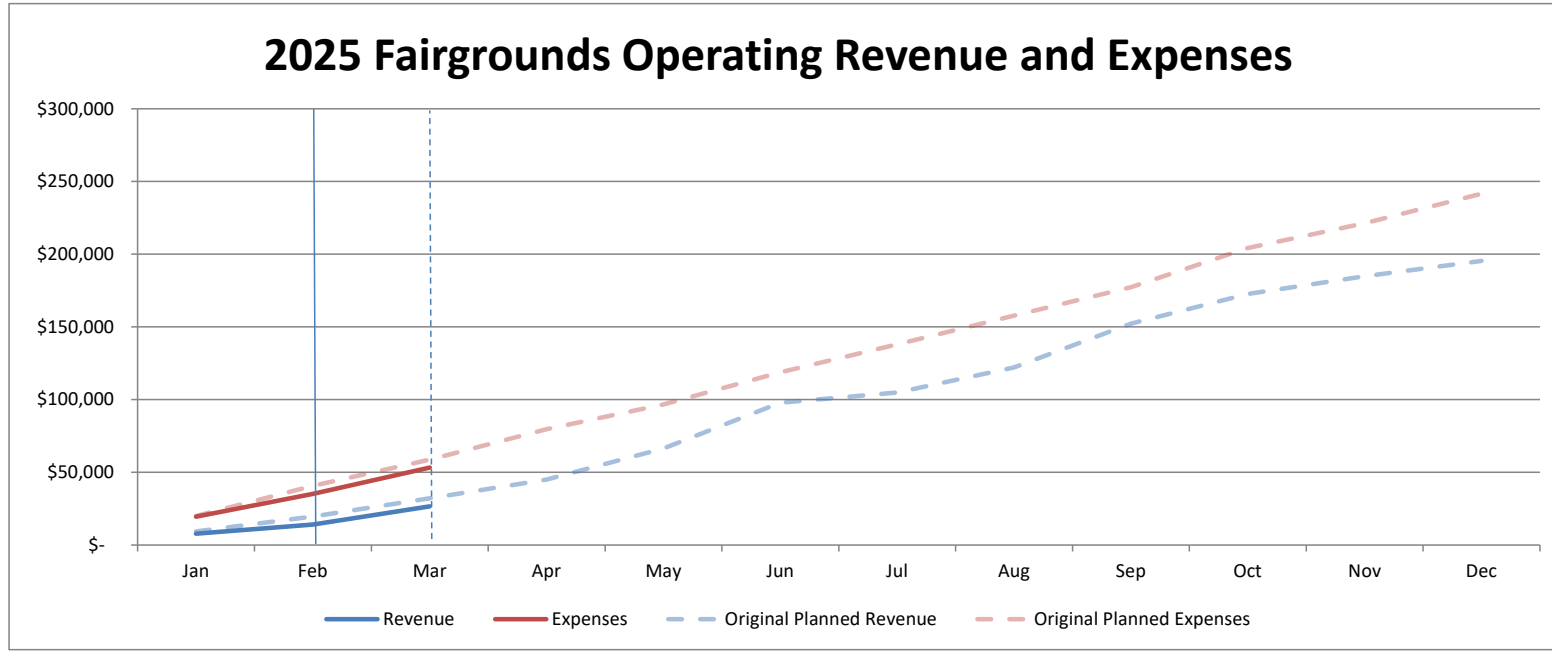


## Port of South Whidbey 2025 Projections

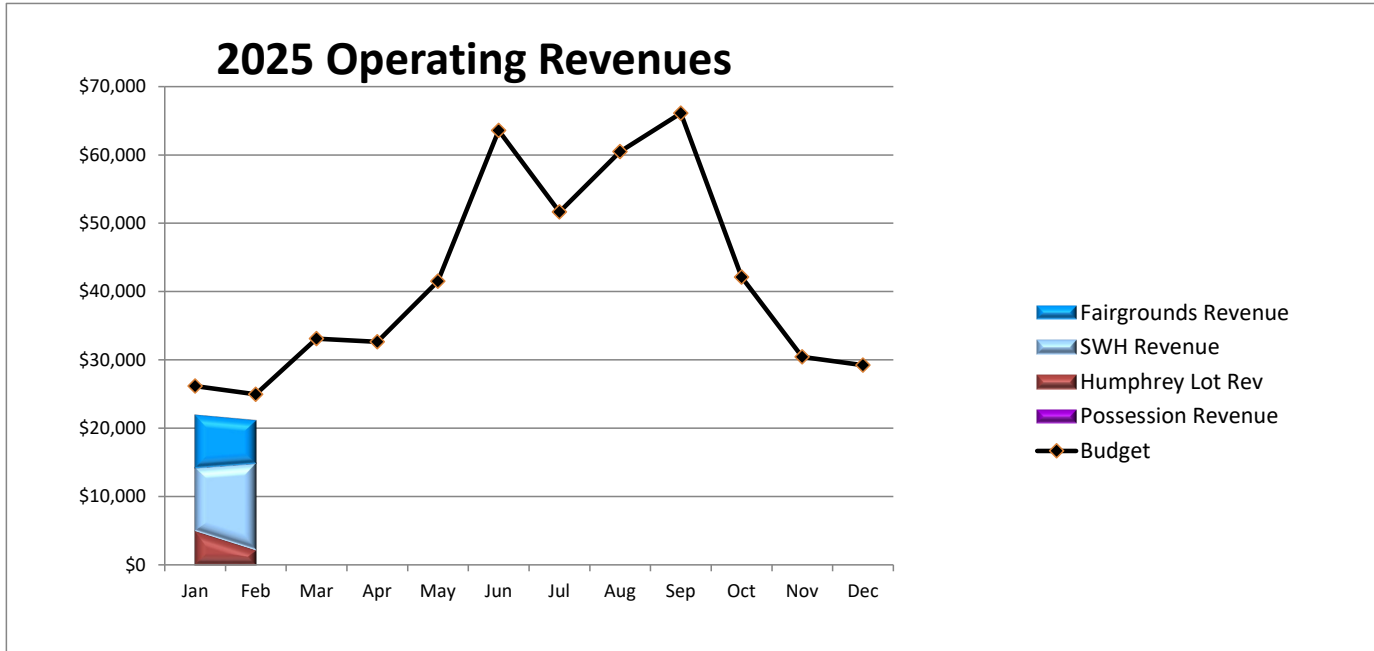


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>2025</b>	\$ 9,180	\$ 12,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,844
<b>2025 budget</b>	\$ 12,341	\$ 12,341	\$ 14,129	\$ 13,891	\$ 16,393	\$ 25,448	\$ 39,031	\$ 38,977	\$ 28,517	\$ 15,645	\$ 15,586	\$ 13,971	\$ 246,270
<b>2017</b>	\$ 4,965	\$ 11,424	\$ 9,937	\$ 10,397	\$ 17,502	\$ 17,170	\$ 36,174	\$ 35,825	\$ 19,476	\$ 14,424	\$ 7,818	\$ 8,864	\$ 193,976
<b>2018</b>	\$ 6,817	\$ 12,442	\$ 10,041	\$ 10,856	\$ 19,689	\$ 18,672	\$ 37,121	\$ 37,765	\$ 20,319	\$ 17,713	\$ 8,912	\$ 8,432	\$ 208,779
<b>2019</b>	\$ 7,651	\$ 6,120	\$ 18,081	\$ 9,197	\$ 21,121	\$ 19,065	\$ 35,797	\$ 34,689	\$ 22,769	\$ 11,727	\$ 8,977	\$ 9,725	\$ 204,919
<b>2020</b>	\$ 10,399	\$ 7,803	\$ 11,892	\$ 3,035	\$ 5,233	\$ 18,247	\$ 36,829	\$ 36,443	\$ 23,577	\$ 20,722	\$ 9,584	\$ 14,955	\$ 198,719
<b>2021</b>	\$ 10,427	\$ 13,000	\$ 18,195	\$ 12,665	\$ 21,138	\$ 24,801	\$ 36,632	\$ 38,553	\$ 25,997	\$ 15,327	\$ 10,029	\$ 4,463	\$ 231,227
<b>2022</b>	\$ 10,395	\$ 6,102	\$ 15,655	\$ 12,084	\$ 15,838	\$ 20,120	\$ 34,452	\$ 35,804	\$ 26,525	\$ 19,170	\$ 9,475	\$ 9,655	\$ 215,275
<b>2023</b>	\$ 10,198	\$ 7,771	\$ 16,897	\$ 8,451	\$ 18,626	\$ 25,163	\$ 36,697	\$ 35,503	\$ 24,426	\$ 22,008	\$ 10,720	\$ 9,925	\$ 226,385

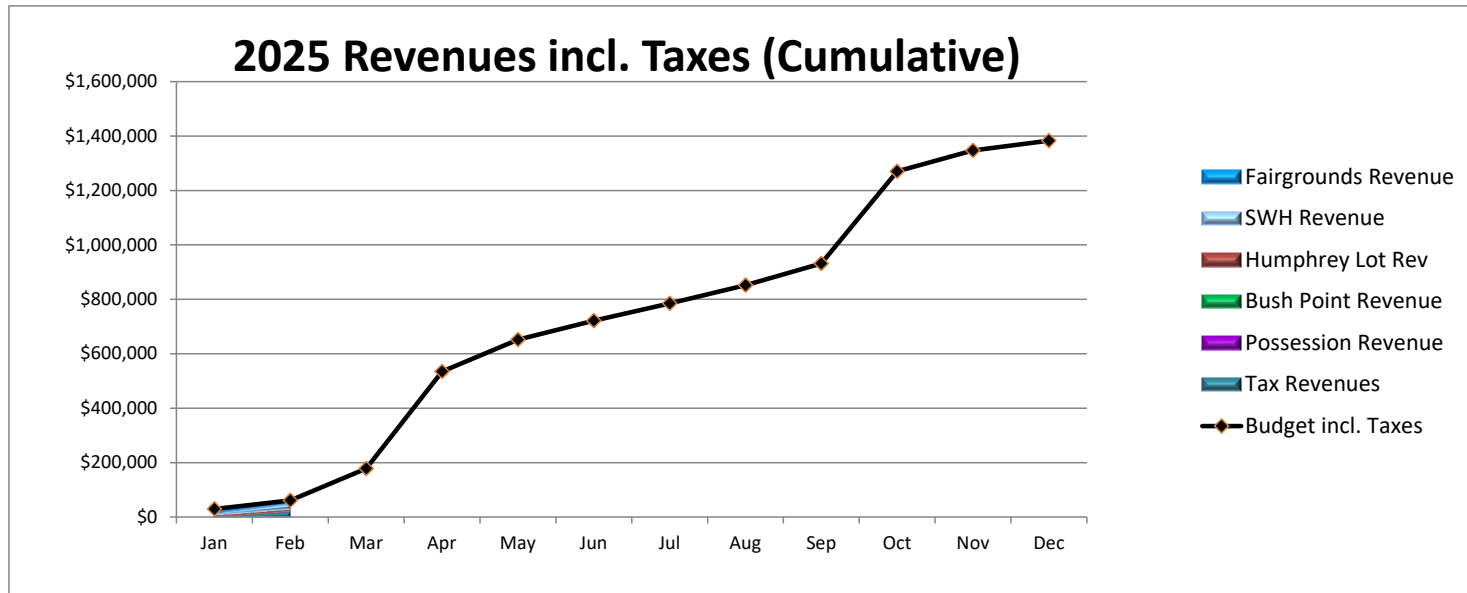
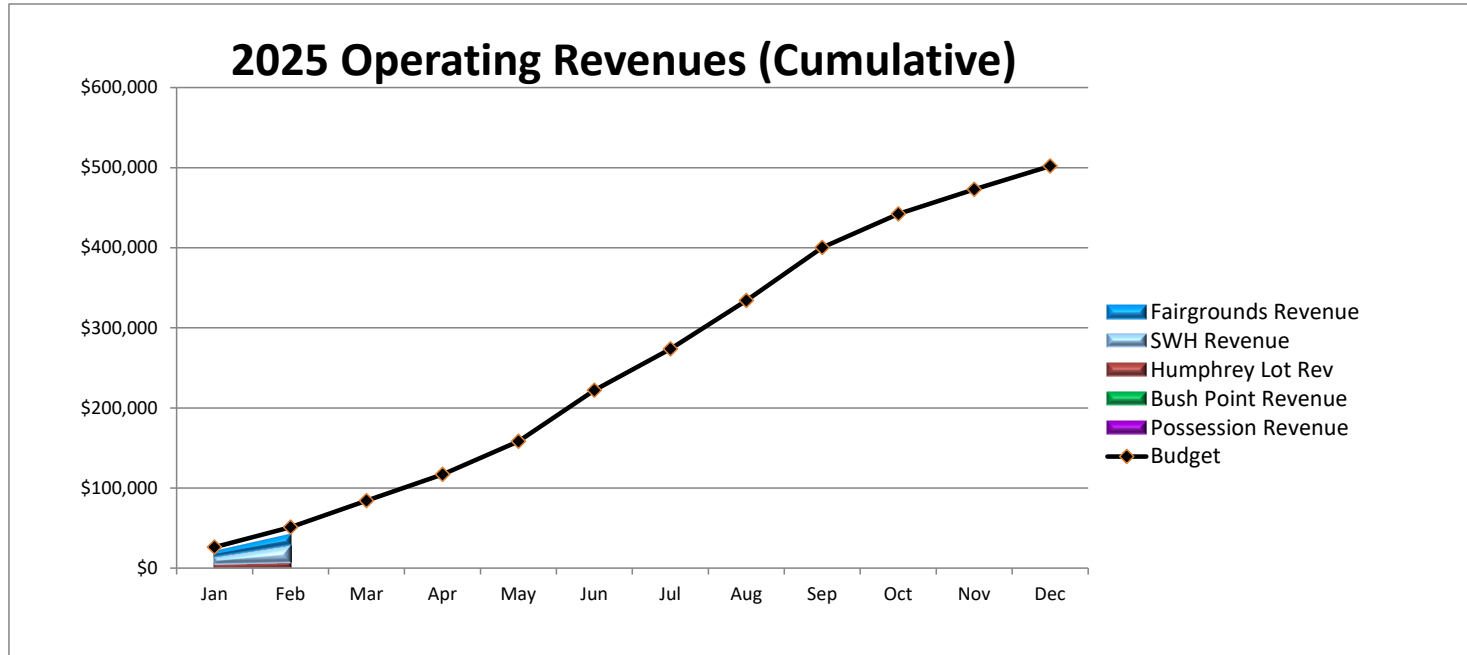
**Port of South Whidbey  
2025 Projections**



Port of South Whidbey  
2025 Projections

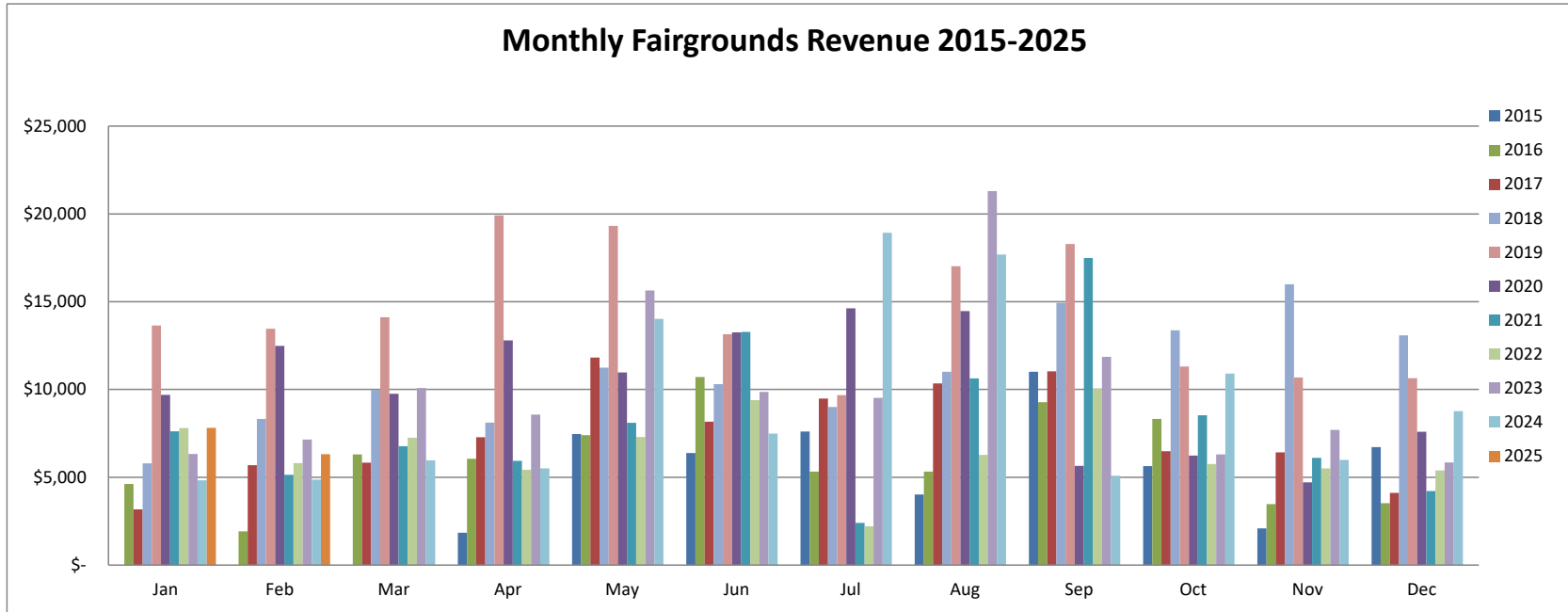


**Port of South Whidbey  
2025 Projections**





**Port of South Whidbey  
2025 Projections**



**Fairgrounds Revenue by Month**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>2025</b>	\$ 7,819	\$ 6,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,139
<b>2025 budget</b>	\$ 9,357	\$ 10,327	\$ 12,467	\$ 12,867	\$ 21,377	\$ 31,457	\$ 7,077	\$ 17,167	\$ 30,187	\$ 20,337	\$ 12,217	\$ 10,567	\$ 195,404
<b>2015</b>	\$ -	\$ -	\$ -	\$ 1,837	\$ 7,464	\$ 6,380	\$ 7,601	\$ 4,014	\$ 11,009	\$ 5,642	\$ 2,085	\$ 6,713	\$ 52,745
<b>2016</b>	\$ 4,621	\$ 1,917	\$ 6,307	\$ 6,059	\$ 7,399	\$ 10,708	\$ 5,321	\$ 5,327	\$ 9,273	\$ 8,328	\$ 3,474	\$ 3,521	\$ 72,255
<b>2017</b>	\$ 3,176	\$ 5,688	\$ 5,834	\$ 7,278	\$ 11,817	\$ 8,168	\$ 9,487	\$ 10,349	\$ 11,029	\$ 6,480	\$ 6,424	\$ 4,111	\$ 89,841
<b>2018</b>	\$ 5,790	\$ 8,320	\$ 9,997	\$ 8,118	\$ 11,245	\$ 10,302	\$ 8,998	\$ 11,006	\$ 14,935	\$ 13,364	\$ 15,996	\$ 13,084	\$ 131,155
<b>2019</b>	\$ 13,646	\$ 13,461	\$ 14,118	\$ 19,921	\$ 19,310	\$ 13,142	\$ 9,685	\$ 17,018	\$ 18,291	\$ 11,306	\$ 10,687	\$ 10,646	\$ 171,231
<b>2020</b>	\$ 9,689	\$ 12,483	\$ 9,762	\$ 12,793	\$ 10,965	\$ 13,250	\$ 14,616	\$ 14,470	\$ 5,645	\$ 6,242	\$ 4,714	\$ 7,593	\$ 122,222
<b>2021</b>	\$ 7,618	\$ 5,141	\$ 6,771	\$ 5,943	\$ 8,105	\$ 13,273	\$ 2,408	\$ 10,636	\$ 17,486	\$ 8,527	\$ 6,112	\$ 4,214	\$ 96,234
<b>2022</b>	\$ 7,806	\$ 5,803	\$ 7,255	\$ 5,427	\$ 7,291	\$ 9,392	\$ 2,202	\$ 6,280	\$ 10,054	\$ 5,749	\$ 5,507	\$ 5,383	\$ 78,149
<b>2023</b>	\$ 6,325	\$ 7,146	\$ 10,083	\$ 8,569	\$ 15,642	\$ 9,857	\$ 9,526	\$ 21,292	\$ 11,863	\$ 6,298	\$ 7,697	\$ 5,852	\$ 120,150
<b>2024</b>	\$ 4,831	\$ 4,868	\$ 5,963	\$ 5,509	\$ 14,028	\$ 7,487	\$ 18,921	\$ 17,682	\$ 5,090	\$ 10,909	\$ 5,987	\$ 8,771	\$ 110,046

<b>2025 PROJECTIONS</b>		<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>	<b>Jul-25</b>	<b>Aug-25</b>	<b>Sep-25</b>	<b>Oct-25</b>	<b>Nov-25</b>	<b>Dec-25</b>		
		ACTUAL		PROJECTED											
		Budget	Expenditures												
<b>Capital Expenditures</b>	Clinton Dock - POF	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 470,000
	Fairgrounds Capital Improvements	\$ 200,000	\$ 11,664	\$ 3,744	\$ 2,800	\$ 297,824	\$ -	\$ 6,000	\$ 3,880	\$ 25,600	\$ 27,880	\$ 41,400	\$ 41,580	\$ 26,060	\$ 488,432
	2012 LTGO Bond Fees	\$ 350	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ 700
	2012 LTGO Bond Interest	\$ 14,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,125	\$ 14,250
	2012 LTGO Bond Principal	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000
	2016 LTGO Bond Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2016 LTGO Bond Interest	\$ 550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248	\$ 551
	2016 LTGO Bond Principal	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	2018A LTGO Bond Fees	\$ 350	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ 700
	2018A LTGO Bond Interest	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800	\$ 15,600
	2018A LTGO Bond Principal	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
	2018B LTGO Bond Fees	\$ 350	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ 700
	2018B LTGO Bond Interest	\$ 18,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,385	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,385	\$ 18,770
	2018B LTGO Bond Principal	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>Total Capital Expenditures</b>	<b>\$ 1,554,220</b>	<b>\$ 12,977</b>	<b>\$ 3,744</b>	<b>\$ 2,883</b>	<b>\$ 297,907</b>	<b>\$ 48,083</b>	<b>\$ 85,696</b>	<b>\$ 108,963</b>	<b>\$ 153,433</b>	<b>\$ 155,713</b>	<b>\$ 120,283</b>	<b>\$ 119,413</b>	<b>\$ 165,701</b>	<b>\$ 1,274,796</b>	
<b>Operating Expenditures</b>	Sub-total Administration	\$ 683,760	\$ 49,489	\$ 43,917	\$ 43,798	\$ 51,273	\$ 43,343	\$ 44,833	\$ 51,093	\$ 159,102	\$ 44,902	\$ 51,852	\$ 43,574	\$ 43,084	\$ 670,260
	Sub-total Bush Point	\$ 11,700	\$ 314	\$ 739	\$ 415	\$ 1,375	\$ 1,435	\$ 730	\$ 715	\$ 1,715	\$ 660	\$ 1,380	\$ 1,175	\$ 1,300	\$ 11,953
	Sub-total Clinton	\$ 11,900	\$ 311	\$ 228	\$ 577	\$ 555	\$ 3,161	\$ 630	\$ 693	\$ 621	\$ 3,124	\$ 432	\$ 523	\$ 504	\$ 11,359
	Sub-total Fairgrounds	\$ 241,600	\$ 19,517	\$ 15,618	\$ 18,150	\$ 20,868	\$ 17,100	\$ 22,060	\$ 19,128	\$ 19,800	\$ 19,620	\$ 26,883	\$ 17,100	\$ 20,230	\$ 236,074
	Sub-total Humphrey Lot	\$ 12,410	\$ 1,147	\$ 1,007	\$ 742	\$ 1,617	\$ 742	\$ 742	\$ 1,617	\$ 742	\$ 742	\$ 1,617	\$ 742	\$ 742	\$ 12,199
	Sub-total Possession Point	\$ 32,500	\$ 1,432	\$ 1,773	\$ 3,688	\$ 4,029	\$ 2,260	\$ 2,578	\$ 4,668	\$ 3,173	\$ 3,131	\$ 2,998	\$ 1,588	\$ 1,432	\$ 32,750
	Sub-total South Whidbey Harbor	\$ 239,600	\$ 16,251	\$ 13,568	\$ 16,076	\$ 21,611	\$ 16,729	\$ 20,798	\$ 22,328	\$ 21,286	\$ 33,534	\$ 20,771	\$ 14,923	\$ 16,789	\$ 234,664
<b>Total Operating Expenditures</b>	<b>\$ 1,233,470</b>	<b>\$ 88,461</b>	<b>\$ 76,850</b>	<b>\$ 83,446</b>	<b>\$ 101,328</b>	<b>\$ 84,770</b>	<b>\$ 92,371</b>	<b>\$ 100,242</b>	<b>\$ 206,439</b>	<b>\$ 105,713</b>	<b>\$ 105,933</b>	<b>\$ 79,625</b>	<b>\$ 84,081</b>	<b>\$ 1,209,259</b>	
<b>Capital Revenue</b>	Grant funding (RCO) - clean vessel program	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ 750
	Grant funding (RCEDF) - Fairgrounds	\$ 150,000	\$ -	\$ -	\$ -	\$ 96,302	\$ -	\$ -	\$ 10,500	\$ 40,500	\$ 15,000	\$ 33,000	\$ 43,500	\$ 238,802	
	Grant funding (WSDA) - Fairgrounds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Grant funding (STBG/TA) - Clinton Dock	\$ 1,000,000	\$ -	\$ 27,482	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 442,482
	Grant funding (USDA) - Fairgrounds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2018A Bond Interest Income	\$ 6,000	\$ 451	\$ 430	\$ 540	\$ 540	\$ 540	\$ 540	\$ 480	\$ 480	\$ 480	\$ 480	\$ 360	\$ 360	\$ 5,681
	2018B Bond Interest Income	\$ 6,000	\$ 451	\$ 430	\$ 540	\$ 540	\$ 540	\$ 540	\$ 480	\$ 480	\$ 480	\$ 480	\$ 360	\$ 360	\$ 5,681
<b>Total Capital Revenue</b>	<b>\$ 1,322,750</b>	<b>\$ 902</b>	<b>\$ 28,342</b>	<b>\$ 3,580</b>	<b>\$ 99,882</b>	<b>\$ 3,580</b>	<b>\$ 11,080</b>	<b>\$ 10,960</b>	<b>\$ 113,960</b>	<b>\$ 166,710</b>	<b>\$ 141,210</b>	<b>\$ 108,970</b>	<b>\$ 120,220</b>	<b>\$ 809,396</b>	
<b>Operating Revenue</b>	Sub-total - Tax and Interest Revenue	\$ 921,000	\$ 1,089	\$ 17,654	\$ 83,935	\$ 323,496	\$ 76,329	\$ 6,120	\$ 11,427	\$ 6,468	\$ 13,354	\$ 296,713	\$ 46,066	\$ 7,040	\$ 889,691
	Sub-total - Bush Point Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sub-total - Fairgrounds Revenue	\$ 195,400	\$ 7,819	\$ 6,320	\$ 12,467	\$ 12,867	\$ 21,377	\$ 31,457	\$ 7,077	\$ 17,167	\$ 30,187	\$ 20,337	\$ 12,217	\$ 10,567	\$ 189,859
	Sub-total - Humphrey Road Revenue	\$ 52,500	\$ 4,998	\$ 2,183	\$ 5,875	\$ 5,250	\$ 3,090	\$ 6,005	\$ 4,860	\$ 3,655	\$ 6,745	\$ 5,510	\$ 2,005	\$ 4,035	\$ 54,211
	Sub-total - Possession Point Revenue	\$ 7,810	\$ -	\$ -	\$ 638	\$ 637	\$ 660	\$ 661	\$ 680	\$ 676	\$ 660	\$ 632	\$ 640	\$ 644	\$ 6,528
	Sub-total - South Whidbey Harbor Revenue	\$ 246,270	\$ 9,180	\$ 12,664	\$ 14,129	\$ 13,891	\$ 16,393	\$ 25,448	\$ 39,031	\$ 38,977	\$ 28,517	\$ 15,645	\$ 15,586	\$ 13,971	\$ 243,432
<b>Total Operating Revenue</b>	<b>\$ 1,422,980</b>	<b>\$ 23,086</b>	<b>\$ 38,821</b>	<b>\$ 117,044</b>	<b>\$ 356,141</b>	<b>\$ 117,849</b>	<b>\$ 69,691</b>	<b>\$ 63,075</b>	<b>\$ 66,943</b>	<b>\$ 79,463</b>	<b>\$ 338,837</b>	<b>\$ 76,514</b>	<b>\$ 36,257</b>	<b>\$ 1,383,721</b>	
<b>2025 Beginning</b>															
Bond Fund Balance	\$ 390,487	\$ 391,389	\$ 392,249	\$ 393,329	\$ 188,675	\$ 164,755	\$ 165,835	\$ 166,795	\$ 167,755	\$ 168,715	\$ 169,675	\$ 170,395	\$ 171,115		
General Fund Balance	\$ 519,469	\$ 441,118	\$ 426,827	\$ 460,042	\$ 721,484	\$ 733,980	\$ 635,604	\$ 499,474	\$ 319,545	\$ 303,332	\$ 556,203	\$ 541,929	\$ 447,904		
<b>Total Cash Balance</b>	<b>\$ 909,957</b>	<b>\$ 832,507</b>	<b>\$ 819,076</b>	<b>\$ 853,371</b>	<b>\$ 910,159</b>	<b>\$ 898,735</b>	<b>\$ 801,439</b>	<b>\$ 666,269</b>	<b>\$ 487,300</b>	<b>\$ 472,047</b>	<b>\$ 725,878</b>	<b>\$ 712,324</b>	<b>\$ 619,019</b>		
Planned Bond Fund Invoices		\$ -	\$ -	\$ -	\$ (205,734)	\$ (25,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		



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**Contents**

Financial Reporting – Feb 2025

Fairgrounds Bond Invoice

Fairgrounds Projects

South Whidbey Harbor

Clinton Dock

Capital Facilities Plan

\*\*\*\*\*

**Financial Reporting – Feb 2025**

We received approximately \$67k in operating, tax and capital revenue, and incurred approximately \$81k in operating & capital expenses in February 2025. End of month cash balance for February was \$428k in our General Operating Account and \$392k in our Bond Account. The financial statement and associated analyses (revenue and expense charts and cash flow) are attached.

**Fairgrounds Bond Invoice**

I will prepare a Funds Transfer Memo of approximately \$205,000 to cover our match for the Campground Improvements funded by the Rural County Economic Development Funds, and distribute that on Monday.

**Fairgrounds Projects**

**Fairgrounds Workforce Housing Feasibility Study:** the County Commissioners requested a letter from the School Board indicating their interest in this project, acknowledging that the School District does not have resources to dedicate to the project in the form of funding or staff time. Commissioner Curt Gordon provided public comment during the School Board meeting on March 26.

**Campground:** Construction is complete. Grass seed has been laid down; we look forward to officially opening and planning an opening celebration.

**Burrier Roof:** Repairs are scheduled to begin April 4.

**Coffman Kitchen Wall, Door Finishing/Improvements:** Scheduled to begin April 14.

**Coffman Flooring:** Will be installed immediately after the wall and door finishing/improvements.

**South Whidbey Harbor**

Supplies for the Steel Batter Pile Cathodic System designed by Phil Simon are being purchased. Phil is out of town for about 5 weeks for an extended vacation. We will be prepared to execute the project upon his return.

The South Whidbey Harbor Regulations were last revised in 2022. Harbor staff and I have conducted a thorough review of the Regulations. We are proposing to make the Harbor’s Regulations consistent with other facilities, especially with respect to setting rates and hiring. Please note we have included a proposed small incremental transient moorage rate increase in the document every other year through 2030 in the document.

As reported at the last meeting, Harbor staff and I have been in discussions with the South Whidbey Yacht Club regarding a reciprocal slip for the Yacht Club. Attached please find a summary of how the Agreement will work,



and a financial analysis. The analysis assumes a 50% discount on the permanent moorage rate for the Yacht Club, with the Harbor's ability to recoup some revenue by either: accommodating transient moorage vessels elsewhere in the Harbor; or renting out the slip when not used by the Yacht Club.

#### Clinton Dock

The previous communication we received from the Suquamish Tribe came through the Army Corps of Engineers via a comment on our permit application. I receive a direct communication from the Tribe on April 2:

Good afternoon, I thought I had sent this email earlier, but when checking my records I could not find an outgoing email. The Tribe's Fish Committee reviewed the Corps public notice for your proposed Clinton Dock replacement and believes the project as currently proposed has the potential to impact Tribal Treaty fishery activities. However, the Tribe would be willing to consider a proposal that meets both of the following conditions: (1) is the same size or smaller than the current structure; and (2) is located within the same footprint as the current structure.

I would like to speak to you to expand upon the Tribe's concerns; hear from you the constraints that you face to meet the intended purpose of the structure; and hopefully discuss the outline of an agreement for short-term moorage of two to three tribal fishing boats .

The Tribe has specifically asked to start with a staff/team-level meeting to sort out the technical issues. Our environmental consultant, Chris Berger from Confluence Environmental, will organize a call to prepare for this meeting including: a Commissioner, me, our Engineer (KPFF), Chris (Principal Ecologist from Confluence), Sasha Visconty (Tribal Liaison with Confluence Environmental), and any WSDOT representatives from Local Programs if they are interested in attending.

In addition, the Army Corps of Engineers (ACE) has requested that we temporarily withdraw our application. The application reviewer (Lydia Baldwin, Ecologist with ACE) specifically stated:

I will withdraw your application for your project referenced in the subject line above. Please note that withdrawing the application does not preclude you from re-submitting in the future. It is a way that I am able to hit "pause" in our permit tracking system. None of the submitted materials or my reviews are lost. When you are ready to restart the process, feel free to reach out to me direction and I would resume my permit review.

I asked for clarification information from Chris Berger and he responded in summary:

Lydia assured me that there were no practical implications of withdrawing the application and there is no cost to Corps permit in general. It is due to a new permit tracking system that they have implemented. They have internal review timelines that they try to achieve to monitor performance, and when projects languish for reasons outside of their control (i.e., tribal coordination), then it is suggestive of poor performance. I believe they are hypersensitive to these issues now due to the issues that the federal government workforce is facing. She stated to me that we just let her know to resume and she'll un-pause it and process it as if nothing happened.



Capital Facilities Plan

We did not receive any bids in response to our Request for Proposals for the Capital Facilities Plan. I have been working on a backup plan for a Capital Facilities Plan, which begins with an inventory of Port facilities. This activity can be performed in house, and we have many resources and studies that have been created and accomplished in the last few years for our facilities. I will provide these materials in advance of the meeting on Tuesday.



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## SOUTH WHIDBEY HARBOR REGULATIONS

### I. INTRODUCTION

#### A. Purpose:

The Board of Commissioners of the Port District of South Whidbey Island have enacted these South Whidbey Harbor Regulations (“Regulations”) in order to promote the safe and efficient operation of the South Whidbey Harbor and to provide equitable service for boaters and the public.

#### B. Notification:

Visitors and users of the facility shall acquaint themselves with these Regulations, and it is the user's responsibility to obtain a copy of the Regulations from the Port or the Harbormaster. Copies will be made available in the Harbor Office for all interested parties. It should be noted that posted “Rules” are simply a brief version of these Regulations, and in the case of conflict, the Regulations shall have precedence.

#### C. Application:

1. Use of the facility and/or moorage constitutes agreement to comply with these Regulations, and all occupants of Harbor property shall be bound by them. Failure to adhere to these Regulations will result in moorage termination and revocation of the privilege of use of the facility.
2. Signature of applicant on a Harbor Moorage Agreement and/or Commercial Use Agreement shall constitute applicant's agreement to become familiar with South Whidbey Harbor Regulations, and agreement to comply with same, but moored boats and occupants of Port property shall be bound by said Regulations whether or not they have signed such application or Agreement. Failure to adhere to these Regulations, Policies and Procedures will result in moorage termination and revocation of the privilege of use of the facility.
3. All persons present on Port or Harbor facilities are subject to and shall comply with all verbal or written instructions, issued or posted by the Port Commission or its designated representatives, the Harbormaster and the Port Executive Director.

#### D. Communications:

Harbormaster may be contacted via VHF Radio Channel 66A, or by telephone at (360) 221-1120. *In the event of an emergency, first contact should be 9-1-1.* Following 9-1-1 notification, after-hours emergencies should be phoned in to the listed Port office phone number and then the published phone numbers of the Harbormaster, Executive Director, and/or Port Clerk/Accountant (until notice of the emergency has been transmitted).

#### E. Definitions:

The following definitions are established for these Regulations:

1. “Annual Moorage” is a designated position where vessels or watercraft may anchor or moor on a year-round basis in that portion of the Port’s Harbor facility that is not restricted to transient use per grant funding from the Washington State Recreation and Conservation Office (RCO).
2. “Boats” are all boats of any size or type, including dinghies, canoes, motor- or sail-driven boats.
3. “Breakwater” is the vertical timber piles to the north and east of the floating moorage slips and any other structure (fixed or floating) in close proximity to the harbor that is designed to attenuate or reduce the force of waves into the Harbor.

## SOUTH WHIDBEY HARBOR REGULATIONS

4. “Commercial vessel” includes but is not limited to any marine craft that is used or retained primarily for commercial fishing, crabbing or any other taking of fish for profit; any vessel that is operated by a person who holds any commercial fishing license issued under RCW Chapter 75.28; any charter boat from which fish are taken for personal use; any vessel used or designed for transport of freight; any vessel that is primarily for research or development of underwater resources; any vessel that is used or designed for the transport of passengers for profit; any vessel while used in the course of one’s occupation.
5. “Charges” are the charges of the Port for moorage and all other charges owing or to become owing; under a contract between a vessel owner and the Port, as a result of actions in violation of these Regulations, or under an officially adopted tariff including, but not limited to, costs of sale and related legal expenses.
6. “Dock” is a structure designed to float on salt water or constructed on piles in such a fashion as to permit a means of access from boats to shore.
7. “Facility” is all structures lying over, under and on the water east by northeast of the bulkhead located in the Phil Simon Memorial Park at 260 Wharf Street; and the area known as Phil Simon Park, including the rest room facilities.
8. “Harbor” is the Port’s South Whidbey Harbor at Langley and includes those areas within the boundaries of the Harbor to include the water above and below land, rock and bulkheads, gangways, launching ramp, floats, piers, repair grids, piling, work areas and air space above, and all buildings and facilities in or on Port properties.
9. “Harbormaster” is the individual hired by the Executive Director to manage the Harbor, and includes temporary, substitute and/or assistant Port personnel acting on his/her behalf. The Executive Director shall also have Harbormaster authority at the Harbor.
10. “Holding over” is defined as use or occupation of a moorage or storage area at the Harbor past the expiration date of a lawful moorage under contract or by guest moorage.
11. “Length Overall” (LOA) is the length of vessel from the farthest tip of any attachments on the bow back to and including any overhangs off the stern of vessel.
12. “Lessee” is any person or entity who receives the use of Port facilities and/or services without regard toward payment. This includes responsible parties operating within the Harbor, including but not limited to: vessels or vehicles seeking an area of refuge, day use or overnight use of Harbor premises or facilities.
13. “Live-aboard” is a person who maintains a boat or other vessel as his or her primary residence or lives on a boat or vessel for more than fifteen days in any one month.
14. “Moorage” is a designated position where vessels or watercraft may anchor or moor.
15. “Operator” is the person designated by the owner to act on his/her behalf.
16. “Owner” is every natural person, firm, partnership, corporation, association, or organization or agent thereof with actual or apparent authority, who expressly or impliedly contracts for the use of moorage or storage at the Harbor.
17. “Overnight tie-up” is the moorage of a boat between the hours of four p.m. and eight a.m. or any portion of those hours.
18. “Pier” is any pier, wharf, float, grid or other structure to promote the convenient loading or unloading or other discharge of vessels or watercraft, or the repair thereof.
19. “Port” is the Port District of South Whidbey Island, a municipal corporation established under the laws of the State of Washington, and includes the marine and upland properties of the Harbor as defined herein.
20. “Port Commission” is the Board of Commissioners of the Port District of South Whidbey Island.
21. “Restricted area” is an area that has been marked and authorized by the regulations of the Port. It should be used for, or closed to, certain designated purposes such as fishing, swimming, skin-diving, and aquatic events.
22. “Seasonal Lease Moorage”, either for the full winter period or a portion thereof, is a designated position where vessels or watercraft may anchor or moor during the winter season from October 1 until the third Friday in April or other date in accordance with Use Certification criteria from Washington State Recreation and Conservation Office (RCO).

## SOUTH WHIDBEY HARBOR REGULATIONS

23. “Transient Vessel” is a vessel using a moorage facility that belongs to an owner who does not have an Annual or Seasonal Lease moorage agreement with the Port of South Whidbey. Transient vessels include, but are not limited to, vessels seeking a harbor of refuge, day use or overnight use of moorage facility on a space-as-available basis. Between transient moorage stays of fourteen (14) days or more total, a minimum fourteen (14) day break (non-occupancy) is required.
24. “Vessel” is every species of watercraft or other artificial conveyance capable of being used as a means of transportation on water that does not exceed 200 feet in length. “Vessel” includes any trailer used for the transportation of watercraft.

### F. Authorization to Administer Regulations and Procedures

1. The Port Commission authorizes Harbormaster and Executive Director to enforce these Regulations by written or verbal directions or any other legal means.
2. The Port Commission authorizes the Harbormaster, Executive Director and/or designees to observe and inspect vessels (including interior spaces) as needed to ensure safety and compliance with these Regulations, in accordance with applicable state and federal laws.
3. Harbormaster may request persons violating these Regulations to leave the Harbor. Harbormaster may enforce these Regulations through any legal means and also obtain the assistance of law enforcement officers for the purpose of protecting property, lives, the environment, or preserving the peace.
4. The violation of any regulation governing Port moorages or lands may result in the revocation of the privilege of use of such facilities, and the offender may thereupon become a trespasser and subject to prosecution accordingly. Violations which result in additional costs to the Port (as for clean-up) may also result in the imposition of additional charges against the vessel, vehicle and/or its owner which shall be reasonable and commensurate with the costs to the Port.
5. If a trespasser's vessel and/or vehicle is not removed from the Harbor after reasonable efforts by Harbormaster to notify the vessel/vehicle owner, it may be impounded and/or removed by the Port or by private contractor acting on Port direction. For vessels in non-urgent or non-emergency circumstances, the procedures in Section III.N below shall be followed. For vehicles in non-urgent or non-emergency circumstances, the procedures in Section II.B below shall be followed. In circumstances considered to be very urgent or emergency by the Harbormaster, Executive Director or his/her designee, vessel/vehicle movement, removal and/or impoundment may be conducted without notice to the owner, although twenty-four (24) hour notice will be given if possible. In such cases, all charges incurred will be assessed against the vessel, vehicle and/or its owner as applicable in consideration of the cause.
6. Harbormaster may interpret the reasonable intent of these regulations, consistent with the policies and procedures adopted by the Port, to carry out the purposes of these regulations.

### G. Denial of Use of Moorage:

Harbormaster may deny the use of any of the facilities of the Harbor or moorage when such use would not be in the best interest of the Port.

### H. Applicable Statutes, Standards and Requirements:

All applicable Port, City of Langley, county, state, and federal regulations and laws, and generally accepted safety standards and requirements, apply to users of the Harbor. In particular, the provisions of Port Management Agreement No. 20-080034 and DNR Aquatic Land Lease No. 20-085090 and all amendments thereof, along with any other associated DNR Aquatics Land Leases, are applicable for Harbor users, and are incorporated herein by reference. (Copies available from Port.)

### I. Invalidity of Particular Provisions:

If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations shall not be affected thereby and shall continue in full force and effect.



## SOUTH WHIDBEY HARBOR REGULATIONS

### II. GENERAL USER REGULATIONS

#### A. Assumption of Risk:

Anyone visiting or using the Harbor or its facilities does so at their own risk. The Port does not assume any responsibility for personal injury, loss or damage to property, or to the environment caused by the user.

#### B. Vehicle Traffic/Parking:

1. The Port may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Port premises, including the signed or marked designation of "No Parking" areas and such other regulations as may be required for fire lanes, dumpsters, walkways and other safety and operational needs. A vehicle parked in violation of any such signs or regulations may be issued a parking violation notice and/or fine, and/or may be towed away and impounded, and will be released only after all charges and costs have been paid.
2. The vehicle parking areas are to be used only for temporary vehicular parking during daylight hours in connection with the use of the Port's facilities. It shall be unlawful to park or leave any vehicle, trailer, boat, boat on trailer, recreational vehicle or other equipment in the Harbor parking lot for an overnight period *without prior approval of the Harbormaster*.
3. Overnight parking is permissible only with the prior approval of the Harbormaster and is subject to an additional fee.
4. Except where specifically designated and posted by the Port, no overnight camping in vehicles, tents, or otherwise is permitted on any Port property.
5. Harbor users will not store recreational vehicles, travel or boat trailers, or any other personal property on any Port property.
6. All boats or vehicles using facilities or space within the Harbor are subject to all of the charges, rules, and conditions as prescribed by the Port.
7. The violation of any regulation governing Port lands including parking may result in: the revocation of the privilege of use of such facilities; the issuance of parking violation notices and/or fines; vehicle removal, towing and/or impoundment *at Owner's expense* pending payment of all incurred charges and/or fees; and/or the designation of the offender as a trespasser subject to removal and/or prosecution accordingly.

#### C. Garbage:

1. Garbage receptacles are provided throughout the Harbor for the collection of boating generated refuse. All appropriate garbage will be deposited in these containers. No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water, on land areas of the Port facilities, or on any floats or piers.
2. Recycle containers provided throughout the Harbor are for the collection of plastic, glass, and aluminum or other recyclables as identified. Users are required to use these containers for these items.
3. Depositing of non-Harbor related refuse in Port containers is PROHIBITED. Violators are subject to prosecution and /or civil penalties.
4. If the Port determines that an individual has caused the Port to spend money to clean up any waste or debris as described above, such costs will be the responsibility of and charged to that individual or assessed against his/her vessel subject to being collected as a lien against the vessel and through foreclosure proceedings allowed by law.
5. Users shall NOT deposit any of the following items in garbage containers, unless specifically designated for that use:
  - a. Fuel/Oil or Other Petroleum Products
  - b. Paints/Thinners
  - c. Batteries/Tires/Plastics
  - d. Lumber/Stumpage
  - e. Drywall/Sheet rock

## SOUTH WHIDBEY HARBOR REGULATIONS

- f. Roofing Materials
  - g. Carpeting
  - h. Fly Ash
  - i. Concrete
  - j. Oversize Items (larger than 6-1/2 feet in length)
  - k. Boat Fixtures (fuel or water tanks, etc.)
  - l. Appliances
  - m. “Moderate-risk,” “Dangerous wastes,” “Hazardous substances,” “Hazardous waste,” or “Extremely hazardous waste” as defined in RCW 70.105.010; “Pesticide” as defined in RCW 15.58.020; or “Hazardous household substances” as defined in RCW 70.105.220. Users are responsible for removing these items from the Harbor for proper off-site disposal.
6. Users of the Harbor are encouraged to note vehicle license numbers of violators and to report such incidents to the Harbormaster.

### D. Swimming, Fishing, Water-skiing and Diving:

1. Swimming and water-skiing are prohibited WITHIN the Harbor, except in designated areas.
2. Recreational diving is prohibited within the Harbor. ONLY work-related diving will be allowed within the Harbor. Any diving MUST BE authorized by the Harbormaster in advance, and except for Port-designated special events, will be allowed only for emergency or routine inspection and/or maintenance of vessels, props and zinc replacement. Bottom Cleaning is PROHIBITED. Divers are required to report to the Harbormaster prior to and upon completion of Dive. It is the responsibility of the Diver to maintain proper safety measures, including a dockside safety watch. The diver and boat owner assume full risk with no liability to the Port of South Whidbey and Staff.
3. Fishing is prohibited from floats, boats and piers within the Harbor and channels except where designated and posted for Public Access Fishing Area.

### E. Conduct:

1. Behavior which disturbs or creates a nuisance for others in the Harbor or on the premises adjacent thereto is prohibited.
2. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the use or being instrumental in the exchange of illegal drugs or other illegal substance on Port property is expressly prohibited.
3. Violation of Conduct Regulations is cause for immediate termination of moorage and/or notification of the proper authorities, at the sole discretion and judgment of the Harbormaster. No refunds of any fees will be required if moorage is terminated as a result of violation of the Conduct Regulations.

### F. Authorized Persons and Children:

1. Only those persons who are owners or operators of vessels located on Port property, or the guests of such owners, shall be permitted in the marina dock and facility areas between sunset and sunrise or other posted public hours.
2. Parents or other responsible adults shall supervise children under the age of twelve (12) years while within the Harbor. Children under 12 years of age are not permitted on docks unless accompanied by a parent or other responsible adult. Children under five (5) years of age must wear a life jacket while on docks and be under physical control of a responsible adult.
3. Children under the age of sixteen (16) years shall not operate vessels within the Harbor unless supervised by a parent or other responsible adult.

### G. Pets:

1. Pets must be kept on a leash while on Port premises, and must be carried or kept on a 6’ maximum leash on all docks, floats and piers.

## **SOUTH WHIDBEY HARBOR REGULATIONS**

2. Owners of pets are responsible for immediate and proper clean-up and disposal of animal wastes on any Port premises. Failure to properly clean up after a pet may result in a cleanup service fee of not less than \$50.00
3. Any animal found wandering unattended within the Harbor, or left unattended in a situation which is judged to be inhumane or unacceptable for other Harbor users, will be turned over to the Island County Animal Control or other suitable shelter facility at the pet owner's expense. If any pet becomes a nuisance, the Port reserves the right to prohibit it from Port property and/or request removal to the animal shelter.

### H. Signs and Handbills:

1. Posting of signs on Harbor premises shall be subject to the approval of Harbormaster.
2. Distribution of advertising or handbills on vehicles or vessels is not permitted within the Harbor complex.
3. Individual notes/ads/bulletins should be dated and submitted to Harbormaster's office for posting. Advertisements and announcements for local services and events should be submitted to Harbormaster for posting and marina communications. All unapproved notes will be removed by the Port.

### I. Bicycles, Skateboards, Motorcycles:

Riding of bicycles, skateboards, motorcycles, or similar vehicles on floats is prohibited.

### J. Firearms and Fireworks:

1. The display or use of firearms or air guns on Port premises is strictly prohibited.
2. The display or use of fireworks on Port premises is strictly prohibited.

### K. Commercial Use:

Harbor users interested in conducting commercial activities on Port premises at the Harbor shall follow the "Commercial Use of Port of South Whidbey Property, South Whidbey Harbor at Langley" policy (attached), and shall present such requests in writing to the Harbormaster.

### L. Crabbing and Fishing:

1. Crabbing and Fishing is prohibited from "A," "B," "C," and "M" Docks.
2. Crabbing and Fishing is allowed from the wharf except where specifically prohibited.
3. Rod & Reel Fishing is prohibited from "D" and "E" Docks.
4. Crabbing is allowed on "D" and "E" Docks according to the following:
  - a. There are a limited number of designated spaces on "D" and "E" Docks for crabbing.
  - b. A "crabbing week" is defined as Thursday through Monday during the Summer and Thursday through Wednesday during the Winter (or as designated by the Washington Department of Fish & Wildlife).
  - c. Each space is available to an individual for recreational crabbing for the period of 1 crabbing week, for a maximum of two crabbing weeks per 30 days.
  - d. Spaces will be awarded on a first come first served basis. Each person, upon providing required information to the Harbormaster or Harbor Staff, will be provided a space.
  - e. A maximum of two crab pots may be used within each space at any time.

## **III. BOAT OWNER/OPERATOR REGULATIONS**

### A. Agreement and Rates:

1. All tariff rates for moorage charges and other charges for services provided by the Harbor shall be approved by the Executive Director. The Port Commission shall be notified in advance of rate increases. Notice of rates adopted ("South Whidbey Harbor Fee Schedule") shall be posted at the Harbor.
2. All Long-Term Moorages at the Harbor shall be by written contract (Moorage Agreements) except for Month-to-Month. All rates for service and moorage specified in the Agreements shall be subject to change by the Port Commission.

## SOUTH WHIDBEY HARBOR REGULATIONS

3. All moorages at the Harbor shall be subject to lawful regulation issued by the Port of South Whidbey and may be modified from time to time.
4. All Long-Term Moorage fees and other charges owed shall be paid by the FIRST day of the month for which they are billed, whether invoiced or not. **Payments shall be considered late if not received by the 10<sup>th</sup> day of the month and will accrue late fees as set forth in the moorage agreement.**
5. All Transient Moorage fees shall be paid immediately upon arrival at the Harbor.

### B. Transient Moorage:

1. Transient Moorage rates shall be set by the Port staff, with approval by the Executive Director. The Port Commission shall be notified in advance of rate increases. At the time of the approval of these Regulations, Transient Moorage rates will follow a schedule of regular small increases, subject to change in extenuating circumstances. The schedule is as follows:

Year	Up to 24' (\$ per ft LOA)	25'-49' (\$ per ft LOA)	50'+ (\$ per ft LOA)
2024	\$1.35	\$1.50	\$1.50
2026	\$1.40	\$1.55	\$1.60
2028	\$1.45	\$1.60	\$1.65
2030	\$1.50	\$1.65	\$1.70

2. Transient Moorage by one boat, at the moorage facility, is limited to fourteen (14) consecutive nights within a thirty-day (30) period, except for those boats with Annual Agreements, or Long-Term Moorage customers during off season months. Changing slips or leaving the moorage facility temporarily and returning shall not affect this limit. The thirty-day (30) period starts with the first day of moorage.

### C. Moorage Assignment and Registration:

1. Slip assignment will be made by Harbormaster and/or staff upon vessel arrival.
2. All vessel owners or operators are required to register with the Harbormaster immediately upon arriving at Port facilities.
3. Vessels arriving after normal business hours shall register immediately at the self-registration and may tie up inside breakwater. Owner/operators of such vessels shall report to Harbormaster when office opens for moorage assignment. Arrangements can be made by calling before close of business on the day of arrival.
4. Any vessel which is not registered may be subject to impoundment fees and/or towing fees. To be properly registered, an owner/operator must fill out a guest registration card. Fees must be paid in advance.
5. Moorage fees for guests will be assessed the current guest moorage fee based on overall length of the vessel (LOA) whether alongside or rafted. All vessels in the Harbor between 1400 hours and 0800 hours will be charged the Overnight Transient Moorage fee regardless of duration of stay without PRIOR arrangement with the Harbormaster.
6. Check out time is 1100 hours.

### D. Rafting:

1. During times that dockside moorage is full, rafting of boats will be allowed in posted areas or at the direction of the Harbormaster in areas which are not unsafe or obstructive. Established moorage fees will be collected for boats that are rafted.
2. Only at the direction of the Harbormaster, or authorized Port staff, rafting may be allowed in other areas to protect life and property during times of foul weather or other natural emergency.

### E. Long-Term Moorage:

Stays in excess of fourteen days require Harbormaster approval for a Seasonal Lease Moorage, Month-to-Month Moorage, or Annual Moorage, including any applicable deposit, subject to availability.

## SOUTH WHIDBEY HARBOR REGULATIONS

1. Seasonal Lease Moorage.
  - a. Seasonal Lease Moorage of 90-day to 195-day duration may be provided for recreational or commercial vessels and other aqua-cultural activities during the period of October 1st through the third Friday in April of each year.
  - b. All boaters interested in Seasonal Lease Moorage shall submit a completed application (on forms provided by the Port) including copies of the boat registration and proof of insurance along with any Application Fee as set by the Port Commission. Commercial vessels will be required to present a copy of their state business license and are required to obtain all necessary business license(s). Port Staff shall review and approve or deny all applications.
  - c. The monthly rate for Seasonal Lease Moorage shall be approved by the Executive Director and may include fees for utilities available at the moorage facility.
  - d. Preference for Seasonal Lease Moorage is granted to those boat owners who successfully complete the Moorage Agreement from the year before. After those owners have been given an opportunity for Seasonal Lease Moorage, applications will be considered on a first come, first serve basis. The Port reserves the right to refuse moorage to owners who have been delinquent in payments or have violated the terms and conditions of previous lease agreements.
  
2. Month-to-Month Moorage.
  - a. Month-to-Month Moorage for 30-consecutive-day durations may be provided for recreational or commercial vessels and other aqua-cultural activities during the period of October 1st through the third Friday in April of each year.
  - b. All boaters interested in Month-to-Month Moorage shall request availability from the Harbormaster, including presentation of all required ownership and insurance documentation to verify compliance with these Regulations. Commercial vessels will be required to present a copy of their state business license and are required to obtain all necessary business license(s). Port Staff shall review and approve or deny Moorage based on the documentation provided and criteria established in these Regulations.
  - c. The monthly rate for Month-to-Month Moorage shall be approved by the Executive Director and may include fees for utilities available at the moorage facility.
  - d. Requests for Month-to-Month Moorage will be considered by the Harbormaster on a space available basis. *All fees for Month-to-Month Moorage shall be paid in advance, and there will be no refunds for early departures.* Invoicing will typically not be issued for Month-to-Month Moorage, so late payment of any fees which necessitates invoicing will result in imposition of the standard Late Fee. The Port reserves the right to refuse moorage to owners who have been delinquent in payments or have violated the terms and conditions of previous lease agreements.
  
3. Annual Moorage
  - a. Annual moorage shall be provided to a limited number of vessels.
  - b. The monthly rate for annual moorage shall be approved by the Executive Director and will include utilities available at the moorage facility.
  - c. A waiting list has been established, allowing potential private boaters to sign up for an annual moorage space, and proposals for possible commercial opportunities may also be submitted to the Port at any time. When an annual moorage berth becomes available, the Commission shall prioritize consideration of proposals for commercial opportunities which enhance the marine recreational experience and/or advance economic development in accordance with the Mission and Goals of the Port's Comprehensive Scheme. Additional fees may be applicable for such prioritized commercial moorage, per Commission direction. The waiting list for possible private moorage will be used only if there are no commercial proposals which are determined to be preferable with respect to addressing the Comp Scheme goals within the legal constraints applicable to the Harbor properties, and first priority shall be given to boaters who have been on the list the longest, whose boats fit the available space and are either property owners in the Port District or are residents of the Port District.

## SOUTH WHIDBEY HARBOR REGULATIONS

- d. Anyone on the waiting list who declines an annual lease when presented with the opportunity will be removed from the list, and may resubmit a wait list request that will be added to the end of the waiting list.
  - e. If an annual moorage space becomes available during the year and there are no boaters on the waiting list, then the Port shall advertise for new applicants based on the priorities set forth above.
  - f. All boaters interested in annual moorage shall submit a completed application along with a copy of the boat registration and proof of insurance along with an application fee as set by the Port Commission.
  - g. The Executive Director shall review and approve or disapprove all final awarding of moorage.
4. All boats that have a monthly or annual moorage agreement that leave the facility may be reassigned to a new slip upon return. For extended absences, the Port shall have the authority to sublet a Long-Term Moorage slip when the long-term moorage occupant is gone for more than 48 hours.

### F. Live-aboards:

- 1.
2. In addition to qualifying for Seasonal or Annual Moorage, a Live-aboard Application must be completed to live-aboard a vessel moored in the Harbor. The Application must be reviewed and approved by the Port. Permanently living aboard a vessel or watercraft in the Harbor is prohibited except when written permission is received from the Port.
3. Applicant must agree to a criminal background check, and submit with an application fee as set forth by the Port. Adverse results from the credit or criminal background checks will be adequate justification for rejection of a Live-aboard Application. Also, in determining whether or not a vessel may be used as permanent quarters, the Port shall consider the size of the vessel, the adequacy of the quarters and sanitation facilities.
4. Upon approval of the Live-aboard Application, the lessee agrees to a monthly Live-aboard fee as approved by the Executive Director, in addition to all applicable moorage and utility fees and taxes.
5. Live-aboards must own the live-aboard vessel. Renting vessels to people seeking live-aboard status is not allowed.
6. All live-aboard vessels must be capable of leaving the Marina under their own power and meet U.S.C.G. requirements for Recreational Boats.
7. All live-aboards must provide proof of sufficient use of pump-out facilities or pump-out service.
8. The Port may issue rules and regulations to implement any permission or permits for living aboard. The Port may revoke permission for any live-aboard situation immediately if, in the Harbormaster's opinion, there is any dumping of debris or sewage. In general, if there is any breach of the rules and regulations as prescribed by the Port herein, then five days notice shall be given to cure any breach and if, in the opinion of the Harbormaster, such violation continues, the approval to live-aboard may be terminated. Upon termination of the approval to live-aboard, the vessel must be immediately vacated. Any notice of appeal shall be submitted to the Port Commission within 20 days from the termination, and the Board of Commissioners shall review and issue direction on the appeal at its next Regular Meeting following receipt of the appeal. The vessel may not be re-occupied for live-aboard unless and until the Board of Commissioners issues approval for a live-aboard occupancy and any associated conditions.

### G. Utilities:

1. Lessee shall pay for electrical service and other utilities/services at the fee schedule established by the Port. The Port does not guarantee continuity of utility services to a vessel, nor the

## **SOUTH WHIDBEY HARBOR REGULATIONS**

- characteristics or compatibility with the vessel's internal systems.
2. All shore power cords connected to any Port electrical outlet must be an exterior grade cord and must have an AMP capacity rating which matches or exceeds the rating of the outlets. Also, these cords must have weatherproof boots on the ends.
  3. All shore power cords connected to any Port electrical outlet shall be secured between vessel and outlet in such a manner as to prevent creating a hazard (i.e. tripping), and to prevent cord from hanging in the water.
  4. Water service is provided at several locations on all floats. This service is intended for filling tanks. Other attachment, not authorized by Harbormaster, for vessel exclusive use is prohibited.
  5. Winter service: All water lines on all floats will be turned off and drained during freezing temperatures. When the temperature is above freezing, the water service may be reinstated, if possible. The Port does not guarantee uninterrupted water service.
  6. Sewage: Discharge of waste or other contaminated material from vessels in the Marinas is strictly prohibited. Vessels that discharge contaminated waste, particularly raw sewage, will be subject to revocation of their moorage privileges and forfeiture of their assigned slip. The Port provides pump-out facility for proper disposal of waste.

### H. Storage on Piers and Docks:

1. No storage is permitted on piers or fingers. Oily rags, open paints, or other inflammable or explosive material must not be stored in locker boxes or other Port facilities.
2. All dock boxes must be approved by the Harbormaster and maintained by the owner.
3. Landing steps shall not exceed one half the width of the finger pier, and must be capable of being removed at the Harbormaster's request.
4. Any objects left on the docks or in the land areas of the Port in violation of the regulations will be removed by the Port and placed in storage. To recover these goods, a \$65.00 service charge in addition to storage charges must be paid in full. After 6 months, the goods will become property of the Port and the use or disposal will be determined by the Port.

### I. Fenders and Dock Lines:

1. Fixed or permanent fenders may be installed to any float only with prior written permission from the Harbormaster.
2. Vessel owners or operators are responsible for their own fenders to protect their vessel and adjacent vessels.
3. It is the responsibilities of the Lessee to maintain proper dock lines securing the vessel in a safe manner in all conditions. Lines must be secured to appropriate cleats and not allowed to cause trip or safety hazards.

### J. Dinghies, Rowboats, Kayaks and Tenders:

1. Rowboats, skiffs, dinghies and similar small boats may be stored in the water with the primary boat, as long as the primary boat is in the slip. Such storage may not encroach upon space allocated to adjacent slips or present a safety hazard.
2. Small manpowered craft, rowboats, kayaks and vessels under 20 ft. must be secured in designated area(s) or as assigned by Harbormaster, and will be subject to an additional fee. Any small vessel left without proper arrangements will be in violation of the rules and relocated and subject to a fee or impoundment by the Port.
3. A limited number of dinghy racks are available for lease according to the following:
  - a. Rates shall be approved by the Executive Director
  - b. The dinghy lease period shall be from June 1<sup>st</sup> through May 31<sup>st</sup>
  - c. Access to dinghy use may frequently be constrained by the tide and/or docked vessels
  - d. Dinghy must be of a maximum size as determined by the Harbormaster
  - e. Dinghy racks will be awarded as they become available to those on a waitlist maintained by the Harbormaster

## **SOUTH WHIDBEY HARBOR REGULATIONS**

- f. Dinghies must be registered with the Harbormaster and dinghy rack use will be for that dinghy only unless approved by the Harbormaster
- g. Dinghy racks shall not be sublet. Use by any other than lessee and registered dinghy is not allowed and may cause termination of lease
- h. Annual renewal will be by mailed invoice by the renewal anniversary. A late fee of \$25.00 will be charged if renewal is not paid by June 10<sup>th</sup>
- i. Any renewal unpaid by July 1<sup>st</sup> will terminate any future lease
- j. Any dinghies remaining on Port property when lease is not renewed will be subject to action as described in Section N.

### K. Deposits for Long-Term Moorage:

1. Long-Term Moorage (Occupancy of a slip for a period of fourteen days or greater) will require initial payment at the time of occupancy. At the start of moorage, payment of the first month's moorage will be required at a minimum.
2. For Seasonal Lease and Annual Moorages, an additional deposit equal to one full month's moorage will be required. This deposit shall be applied to any moorage charges owing at the time of termination of the moorage. Thirty days' notice is required prior to vacating a slip.
3. A deposit of an additional one month's moorage paid in advance may be required if during the time a vessel is moored in the Harbor, the account has become delinquent and the original deposit has been applied to the delinquency or the original deposit for any reason can no longer be used for security.

### L. Harbor Transient Moorage Late Fees:

1. Late charges may be collected under the circumstances provided below.
  - a. A late charge at the rate of eighteen percent (18%) per year on the outstanding balance may be charged on all accounts in excess of 30 days delinquent.
  - b. A service charge shall be imposed when notice of delinquency is mailed by certified mail.
  - c. A service charge may be imposed when the vessel is chained or otherwise secured.
  - d. A service charge may be imposed when Commission action is requested to sell a vessel.
  - e. A service charge may be imposed when it is necessary to inventory a vessel.
2. In addition, the person contracting for moorage or storage, or the vessel's owner, as the case may be, shall pay all costs incurred by the Port in collection including, but not limited to, costs of title and lien search, postage, publication of notice, fees and wages for auctioneer and reimbursement to the Port for employees' time spent on collection at an hourly rate of \$35.00 per hour for tasks required in securing, safekeeping and selling the property and for which no fixed charge is set out in subsections H.1.a through H.1.e above.

### M. Waiver of Responsibility, Indemnification and Insurance:

1. All users of the Harbor and its facilities as operated by the Port of South Whidbey, including without limitation berthage permittees and guest moorage users, shall indemnify and hold the Port of South Whidbey, its employees, officials, and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from user's use and/or occupancy of the Port property. This indemnification shall not apply to damage caused by the sole negligence of the Port. This indemnification provision shall supplement any other agreements that user has with the Port.
2. It is mutually agreed that the Port does not accept boats and/or vessels for storage, and shall not be liable or responsible in any manner for the safekeeping and condition of boats and/or vessels and associated tackle, apparel, fixtures, equipment and/or furnishings at any time. It is further agreed that the Port will not be liable or responsible for any personal injury suffered by the Owner or his agents, guests or invitees arising from any cause, upon the boat or vessel, Boat Harbor premises, or premises adjacent thereto. The Owner acknowledges and agrees that the Owner has inspected the Harbor and the premises adjacent to the Harbor and the Owner accepts the Harbor and the adjacent property in their present condition.
3. Owner agrees to indemnify and hold harmless the Port for any loss, damage or injury, including



## SOUTH WHIDBEY HARBOR REGULATIONS

death, resulting from the acts or omissions of the Owner, his agents, employees, contractors, guests and invitees or resulting from boat or vessel un-seaworthiness or resulting from a defective product used in connection with boats and vessels, or for any other cause unless the loss, damage or injury is caused solely by the negligence of the Port or its employees, agents, or contractors. All persons who berth a vessel in the South Whidbey Harbor, even on a temporary basis, shall maintain liability and property damage insurance at their own expense insuring against claims for injury to or death of persons, and loss or damage to property, occurring in, on or about the berth space.

- a. For all private vessels with moorage duration of less than ninety (90) days, the insurance shall provide Protection and Indemnity (watercraft liability) coverage with limits of at least Three Hundred Thousand Dollars (\$300,000.00) for each occurrence and in the aggregate for vessels under 66' in length, and not less than one million dollars (1,000,000) for each occurrence and in the aggregate for Vessels 66' in length and over.
- b. For all vessels with a lease duration of ninety (90) days or more, the insurance shall provide shall provide Protection and Indemnity (watercraft liability) coverage with limits of at least Three Hundred Thousand Dollars (\$300,000.00) for each occurrence and in the aggregate for vessels under 66' in length, and not less than one million dollars (1,000,000) for each occurrence and in the aggregate for Vessels 66' in length and over, and *the Owner shall furnish the Port with a Certificate of Insurance with an attached Additional Insured Endorsement naming the Port as Additional Insured* (evidencing the aforesaid insurance coverage) upon submission of the executed Agreement to the Port and prior to occupation of the berth, and the Owner shall notify the Port at least 30 days prior to cancellation of insurance coverage.
- c. For all vessels engaged in charter, foot ferry, tour, launch, shuttle services, or similar activities where the general public is invited to Port facilities, the required minimum amount of coverage shall be One Million Dollars (\$1,000,000.00) per occurrence.

The Port reserves the right to reject any coverage not deemed adequate by the Port's insurer. As a condition of using Port of South Whidbey facilities, the user shall have documentation available to Port Staff, upon request, which documents that the required insurance is in force. Port Staff shall have the right, but not the obligation, to request such evidence of insurance. Failure to have such documentation may be grounds for termination of any berthage privileges.

### N. Measures for Securing Boats and Protecting the Harbor As Authorized by Statute:

1. The following procedures may be used if an owner mooring or storing a vessel at the Harbor fails, after being notified that charges are owing and of the owner's right to commence legal proceedings to contest that such Harbor charges are owing, to pay the Harbor charges owed or to commence legal proceedings. The Harbormaster, or his or her designee, may take reasonable measures, including the use of chains, ropes and locks or removal from the water, to secure such vessels within the Harbor so that the vessels are in the possession and control of the Port, and cannot be removed from the Harbor. Notification shall be by registered mail to the owner at owner's last known address. In the case of a transient vessel, or where the owner has furnished no address, the Port need not give such notice prior to securing the vessel. At the time of securing the vessel, the Harbormaster, or his or her authorized designee, shall attach to the vessel a readily visible notice. The notice shall be of reasonable size and shall contain the following information:
  - a. The date and time notice was attached;
  - b. A statement that if the account is not paid in full within 90 days from the time the notice was attached; the vessel may be sold at public auction to satisfy the Harbor charges;
  - c. The address and telephone number at which additional information may be obtained concerning release of the vessel.

After a vessel is secured, the Port shall make reasonable efforts to notify the owner by registered mail in order to give the owner the information contained in the notice.

2. The Harbormaster, or his or her designee, may move a moored vessel ashore for storage within properties under the Port's control or for storage with private persons under its control as

## SOUTH WHIDBEY HARBOR REGULATIONS

- bailees of the Port, if the vessel is, in the opinion of the Harbormaster or his/her designee, a nuisance, if the vessel is in danger of sinking or creating other damage; or is owing Harbor charges. The vessel's owner shall pay costs of any such procedure.
3. If a vessel is secured under above subsection I.1, or moved ashore under above subsection I.2, the owner who is obligated to the Harbor for Harbor charges may regain possession of the vessel by:
    - a. Making arrangements satisfactory with the Harbormaster for the immediate removal of the vessel from the marina or for authorized moorage; AND
    - b. Making payment to the Port of all Harbor charges, or by posting with the Port a sufficient cash bond or other acceptable security, to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall reserve so much of the bond or other security as agreed or as is necessary to satisfy any judgment, costs and interests as may be awarded to the Port. The balance, if any, shall be refunded immediately to the owner at his last known address.
  4. If a vessel has been secured by the Harbormaster under above subsection I.1, remains moored or stored at the Harbor, and is not released to the owner under the bonding provisions of this section within 90 days after notifying or attempting to notify the owner under said subsection I.1, the vessel shall be conclusively presumed to have been abandoned by the owner.
  5. If a vessel moored or stored at the Harbor is abandoned, the Harbormaster may, at the direction of the Port Commission, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:
    - a. Before the vessel is sold, the owner of the vessel shall be given at least 20 days' notice of the sale in the manner set forth in above subsection I.1, if the name and address of the owner are known. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of Harbor charges owed with respect to the vessel. The notice of the sale shall be published at least once, more than 10 but not more than 20 days before the sale, in the designated legal newspaper for the port. Such notice shall include the name of the vessel, if any, the last known owner and his or her address, and a reasonable description of the vessel to be sold. The Port may bid all or part of its marina charges at the sale and may become a purchaser at the time of sale.
    - b. Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the Island County Superior Court to contest the validity of the impoundment or the amount of the Harbor charges owing. Such lawsuit must be commenced within 10 days of the date the notification was provided pursuant to above subsection I.1, or the right to a hearing shall be deemed waived and the owner shall be liable for any Harbor charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.
    - c. The proceeds of a sale under this section shall first be applied to payment of Harbor charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence, be located by the Port within one year from the date of the sale, the excess funds from the sale shall revert to the Derelict Vessel Removal Account established in RCW 79.100.100. If the sale is for a sum less than the applicable Harbor charges, the Port is entitled to assert a claim for a deficiency.
    - d. In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within 10 days of sale, title to the vessel shall revert to the Port as facility owner.
  6. All tariffs, including these regulations shall be conspicuously posted at the Harbor at all times.

### O. Port Rights Not Limited:

Nothing contained in this chapter shall be construed as a limitation on the power of the Port to exercise other powers or rights granted by law or contract.

## **SOUTH WHIDBEY HARBOR REGULATIONS**

### P. Vessel Numbering:

All boats entering the Harbor shall have valid registration as required by the U.S. Coast Guard or applicable state law. The Port reserves the right to require proof of ownership. Failure to comply will be cause for refusal of, or termination of, moorage.

### Q. Vessels – Condition:

Vessels, which in the opinion of the Harbormaster do not meet normal safety standards or are deemed hazardous to the Harbor property or other vessels, may be denied permission to remain on the Harbor premises. All vessels that do not carry the equipment required by the applicable United States laws or regulations now in existence or as the same may be amended in the future which pertain to the vessel shall be deemed not to meet normal safety standards. If the Harbormaster, or his/her designee, deems that hazard is imminent, he may request the vessel to leave immediately. Vessels moored at the Harbor, or who enter the Harbor water, may be boarded and inspected to see that they meet the applicable safety standards. Boarding may be done by the Harbormaster, or his/her designee, at reasonable times and places, and failure to comply with a reasonable boarding and inspection request shall be grounds to cancel the moorage contract immediately. All vessels which do not carry the equipment required by the applicable United States laws or regulations which pertain to said craft, as now in force or as they may be amended in the future, may have the moorage agreement canceled. The Harbormaster, or the Harbormaster's designee, shall have the power to take possession of a vessel within the Harbor that is deemed hazardous to the Harbor property or other vessels, and move said vessels ashore or to another location in or outside the Harbor to provide for safety of the Harbor property or other vessels.

### R. Trespassing:

1. It is unlawful to secure, tie up, anchor, moor or otherwise fasten any vessel to or adjacent to a float, dock, pier, breakwater, piling, or vessel in the waters of the South Whidbey Harbor for more than two hours without the continuing permission of the Harbormaster. Upon evocation of such permission, the owner or other person in charge of the vessel, or both, shall immediately remove the vessel from Harbor waters.
2. It shall be unlawful to bring an unseaworthy vessel into the waters of the South Whidbey Harbor except in the case of emergency necessary to prevent injury or death to person or damage to property.
3. It shall be a defense to an offense charged under above subsection N.1 that the person charged entered the South Whidbey Harbor area with the vessel to save life or property and could not obtain permission prior to his or her entry into the waters of the South Whidbey Harbor; provided, further, that this defense shall be unavailable if the vessel, boat, ship, barge or other floating object has remained in the waters of the South Whidbey Harbor for a period longer than necessary to make or to obtain a tow to another port to make the vessel seaworthy or 10 days, whichever period of time is shorter.
4. It shall be unlawful to park or leave any vehicle, trailer, boat, boat on trailer, recreational vehicle or other equipment in the Harbor parking lot for a period in excess of 72 consecutive hours.

### S. Speed Regulations:

On all waters of the Harbor it is unlawful for any person to operate any vessel at a speed in excess of three knots or leave a wake.

### T. Interference with Navigation:

No person shall operate any vessel in a manner that unreasonably or unnecessarily interferes with other vessels or with the free and proper navigation of the waterways of the Harbor. Anchoring or mooring in heavily traveled channels of the Harbor shall constitute such

## **SOUTH WHIDBEY HARBOR REGULATIONS**

interference if unreasonable under the prevailing circumstances. It is unlawful for any person to moor a boat in a channel designated for ingress or egress from the Harbor.

### U. Obstructions – Moving:

No master or person having charge of any vessel or obstruction shall moor or anchor it in a way so as to unreasonably hinder use of navigable waters of the Harbor by others, or fasten or attach said vessel or obstruction to any buoy, pier or other structure owned by or under the authority and control of the Port without obtaining permission from the Harbormaster or his/her designee.

### V. Floating Objects:

All vessels, watercraft, logs, pilings, building materials, scows, houseboats or any other article of value found adrift in Harbor waters, may be taken in charge by the Harbormaster and shall be subject to reclamation by the owner thereof, on payment by him to the Port of any expenses incurred by the Port, and in case of failure to reclaim may be sold or disposed of according to law.

### W. Restricted Areas and Activities:

1. In the interest of safe navigation, life, safety and protection of property, the Harbormaster may designate and identify restricted areas within the Harbor area. No person shall operate a vessel, or vehicle, or trespass in a restricted area without written approval of the Harbormaster; provided, that this provision shall not apply to vessels or persons engaged in or accompanying the activity to which the area is restricted, nor to patrol or rescue craft or in case of an emergency.
2. Maintenance and repair activities for vessels may only be conducted with the prior approval of the Harbormaster or his/her designee. Maintenance and repair shall be conducted according to Best Management Practices, and no impacts shall be allowed to extend beyond the limits of the vessel. No maintenance and repair shall be conducted in the parking, beach or park areas, except for emergency situations and only as approved by the Harbormaster on an individual case basis. No bottom cleaning is permitted in any area.
3. No open flame or cooking allowed on any section of the wharf. Open flame and/or cooking may be allowed on cement floating docks at the Harbormaster's discretion.

### X. Swimming and Diving:

Swimming shall be allowed only in designated areas. Recreational diving is prohibited within the Harbor, and diving for maintenance or emergency repair purposes may be allowable, but only with the specific prior approval of the Harbormaster. Any swimming area shall be identified by posted placards. Swimming and diving in areas outside the designated areas is prohibited. Diving for maintenance purposes may be allowed only with permission of the Harbormaster.

### Y. Firefighting Equipment:

Fire extinguishers and other firefighting equipment are to be used only for the fighting of fires. Any other use will subject user to replacement of items or contents.

### Z. Oil and Petroleum Products in Waters:

Any person in charge of any vessel or on or about any vessel, pier or dock or on the shore or breakwater of the Harbor who throws, spills or causes to be discharged petroleum products upon the waters of the Harbor or disposes of them other than at an approved site is guilty of an unlawful act. Any person causing or allowing petroleum products to get on the waters of the Harbor shall immediately take whatever steps are necessary and available to remove or confine the same from the water and said person shall also promptly notify the Harbormaster, or his/her designee. Failure to promptly report is unlawful. The Harbormaster or his/her designee may use whatever equipment or facilities may be deemed necessary to remove the petroleum

## SOUTH WHIDBEY HARBOR REGULATIONS

product from the water. Any clean-up expenses, including the hourly pay of persons employed by the Port in the cleanup, shall be charged to the person causing the spill or the owner of the boat responsible. Such unlawful discharge of petroleum products may be deemed sufficient justification for revocation of moorage.

### AA. Debris, Litter and Waste:

It is unlawful for any person to deposit, throw or place any object, garbage, litter, debris or any waste in the Harbor waters or on the Port lands, pedestrian or vehicle parking areas except into a receptacle or litter container. Unlawful littering or debris/garbage discharge, especially into the Harbor waters, may be deemed sufficient justification for revocation of moorage and imposition of commensurate clean-up fees.

### BB. Use of Sanitary Facilities:

It is unlawful for any person to flush any untreated sewage or improper waste matter into the waters of the Harbor. All persons shall use dockside sanitary facilities. Unlawful discharge of untreated or improper sewage or sanitary waste, especially into the Harbor waters, may be deemed sufficient justification for revocation of moorage and imposition of commensurate clean-up fees.

### CC. Harbormaster Authority:

The Harbormaster shall have the authority to issue orders and/or written rules and regulations necessary for the safe and efficient operation of the Harbor consistent with these regulations and for the preservation and use of park and open spaces included within the Harbor area. The Harbormaster may move boats for the protection of life or property or proper utilization of the facility.

### DD. Peace and Quiet:

Quiet hours at the facility shall be from 10:00 p.m. to 6:00 a.m.

### EE. Exclusion of Persons from the Harbor or Portions Thereof:

1. The Harbormaster or his/her designee may order anyone to leave the Harbor premises when that person:
  - a. Causes injury to another or creates a substantial risk of injury to themselves or to another; or
  - b. Causes damage to property of the Port or to the Harbor or the property of another or creates a substantial risk of such damage; or
  - c. Causes, while within the Harbor, an unlawful interference with another person's lawful use of the Harbor or associated facilities; or
  - d. Engages in conduct creating a substantial risk of damage to property of the Port or another or to the Harbor; or
  - e. Commits any offense or violation of these Harbor Regulations under circumstances where it is likely that the conduct would have continued but for action of others acting under authority of these regulations; or
  - f. Allows a boat to trespass at the Harbor as defined under Harbor Regulations III.N.Upon such an order being given, the recipient shall no longer be invited, licensed or otherwise privileged to remain in the Harbor area from which he or she was ordered to leave. The order may specify an area of the upland or the moorage area on the docks and adjacent waters or both. A person who has been ordered by the Harbormaster to leave the Harbor or a portion thereof shall not re-enter the premises of the Harbor from which he or she was ordered to leave for a period of 24 hours after the order was given.
2. The Harbormaster may forbid anyone from re-entering the premises of the Harbor for a period longer than 24 hours and less than a year whenever:
  - a. The person has been ordered to leave one or more times for reasons set out in above subsection EE.1; and
  - b. The person who, while in the Harbor under the incidents specified in above subsection EE.1, engaged in acts as listed in this subsection; and

## SOUTH WHIDBEY HARBOR REGULATIONS

- (i) Had caused injury to another, or
  - (ii) Had engaged in conduct creating a substantial risk of injury to themselves or to another within the Harbor, or
  - (iii) Had caused damage to property, or
  - (iv) Had engaged in conduct creating a substantial risk of damage to property of the Port or another or to the Harbor, or
  - (v) Had caused while on Harbor property an unlawful interference with another person's lawful use of the Harbor or associated facilities, or
  - (vi) Had committed two or more violations of this regulation within the area of the Harbor within a one-year period, or
  - (vii) Made threats to kill or harm a Port employee, tenant or guest of the Harbor;
- c. The Harbormaster finds it is necessary to continue exclusion of the person from the Harbor to provide for safety of persons using or working in the Harbor, or for protection of Harbor property, or to prevent interference with Harbor functions.
3. An order prohibiting re-entry for a period longer than 24 hours shall be in writing by the Port. It shall identify rights of appeal. Appeal from the decision shall be in writing to the Executive Director or the Port Commission in his/her absence.
4. Any of the following persons are guilty of the crime of illegal trespass in the Harbor:
- a. Anyone who fails to leave the Harbor or the portion of the Harbor from which he or she was excluded after being ordered by the Harbormaster or another authorized to act in his or her behalf under the authority of this section to leave;
  - b. Anyone who re-enters the Harbor or the portion of the Harbor from which he or she was excluded during the time period of exclusion after leaving the premises under an order of exclusion on this section;
  - c. Anyone who enters the Harbor within the period contained in a written order prohibiting entry issued by the Harbormaster under the authority of this section;
5. Any of the following persons may issue orders of exclusion for 24 hours on behalf of the Harbormaster:
- a. Any Port employee working at the Port of South Whidbey Harbor.

### FF. Prohibited activities:

- 1. The following activities are not permitted in the Harbor area:
  - a. Violating the limit of fourteen consecutive nights within a thirty-day period without a written moorage agreement.
  - b. Knowingly or intentionally disturbing or interfering with any individual or group engaged in a lawful use of Harbor facilities, or conducting oneself in a way that is a danger to oneself, other people or other property;
  - c. Willfully marking, marring, defacing, disfiguring, injuring, tampering with or displacing, removing, burning, cutting, carving, digging up or damaging any Harbor property or attendant facility, statue, structure, monument, fountain, vase, wall, fence, railing, vehicle, bench or any plants, trees or shrubs, or attaching rope, wire or other contrivance to a tree, plant, shrub or structure;
  - d. Engaging in lewd or lascivious conduct in public;
  - e. Opening, possessing alcoholic beverages in an open container, or consuming any alcoholic beverages, except on private vessels.
  - f. No person under the influence of alcohol or drugs shall operate a motor vehicle or vessel on Harbor property. Anyone intoxicated, drunk, or disorderly in the Harbor shall be dealt with as provided by City or County statute and is subject to fine and/or imprisonment as provided by law. Operation of vessels while under the influence of alcohol or drugs is a felony.
  - g. Urinating or defecating in any public place in the Harbor other than in a designated restroom;
  - h. Urinating or defecating on the floor or walls of a public restroom;
  - i. An open fire on the float, including cutting torches, welders or anything else that would constitute a fire hazard, unless specifically authorized by the Harbormaster.

## SOUTH WHIDBEY HARBOR REGULATIONS

- j. Conducting oneself as to disturb boaters or live-aboards in their sleeping quarters during quiet hours. The use of sound-emitting electronic equipment including electrical speakers, radios, phonographs, televisions or other such equipment at a volume that emits sound beyond the immediate moorage site that may disturb other moorage users without specific permission of the Harbormaster is prohibited.
  - k. Assisting any other person or persons in carrying out any of the above acts.
  - l. Spitting on sidewalks, docks, grounds, buildings or water areas;
  - m. Cursing or swearing at another person who is using the marina or who is using the adjacent park or street;
  - n. Blocking any roadway, gangway, pier, float, finger pier, sidewalk, dock or pathway in the marina or adjacent to the marina. "Blocking" means standing, sitting or reclining on a sidewalk by oneself or in concert with others in such a way that more than half of the width of a walkway is blocked from normal use as a walkway; or placing landing steps so that they occupy more than half the width of the finger pier.
  - o. Standing or walking on the tabletops of any picnic table in the marina;
  - p. Distributing, leaving, throwing, tacking or posting any sign, hardback poster, advertisement or inscription for advising any good, service, meeting of people or similar purpose except for authorized locations authorized by the harbormaster or his or her designee;
  - q. Soliciting, interfering with, or accosting other people for purpose of selling, begging, immoral acts, harassing or otherwise interfering with another's use of the marina or adjacent park or for other similar purposes;
  - r. Disposing of or depositing any refuse or other material in the marina except in designated receptacles;
  - s. Noncompliance with directions from the Harbormaster;
  - t. Unattended boats that are not securely moored with bow, stem and spring lines. (Four or more lines are required.)
  - u. Unattended dinghies stored in the water or in an area that is not designated for dinghy moorage.
  - v. Fishing on the float area.
  - w. Unauthorized personnel on the float. Authorized personnel are registered boat owners, their guests, Port staff or as approved by the Harbormaster.
  - x. Allowing children under the age of 12 on the floats or finger piers unless supervised by an adult.
  - y. Dogs without a leash.
  - z. Rafting without the prior direction of the Harbormaster. Moorage fees shall apply.
  - aa. Assisting any other person or persons in carrying out any of the above acts.
2. Anyone violating these Prohibited Activities shall be deemed a trespasser and shall be subject to immediate removal as such. The Executive Director, the Harbormaster or his/her designee shall have the authority and responsibility to determine violation(s) of the Prohibited Activities and subsequent designation of the violator(s) as trespasser(s) subject to removal.



## South Whidbey Yacht Club Reciprocal Slip Summary Information

### ASSUMPTIONS

- SWYC assigned a primary location for its reciprocal slip - Slip A-1
  - 36' Slip
  - PSW can move reciprocal cruiser to another location in the harbor as needed
- Reciprocal eligible cruisers – 4 days in advance, reservations open up for reciprocal Yacht Club Use
  - 1 days in advance reservations open up to the general public
  - When the 1 day window hits, it is first come first served; if the Harbor has a wait list for the slip, the Harbor can offer the slip to a transient customer.
  - Rules for transient use of slip same as for reciprocal vessel
    - 1 overnight guaranteed
    - 2nd night subject to availability i.e. it is not reserved by another reciprocal Yacht Club member
- PSW (Port of South Whidbey) manages reservations
  - SWYC provides PSW with list of eligible yacht clubs
  - First night no charge for reciprocal eligible cruiser, additional length beyond 36' is charged at the current rate (\$1.50/ft)
  - 2nd night option at 50% charge for the Transient Fee for use of a 36' slip – i.e. \$0.75/ft up to 36'. Additional length beyond 36' is charged at the current rate (\$1.50/ft). Second night Subject to availability, i.e. it is not reserved by another reciprocal Yacht Club member
- Electrical included in slip fee



FINANCIAL ANALYSIS

**Monthly Revenue**

	<b>% Occupancy</b>	<b>Potential Transient Moorage A-1</b>	<b>SWYC</b>	<b>Transient Moorage A-1 with SWYC Agmt</b>	<b>Notes:</b>
Jan	3.32%	\$57.64	\$216.00	\$57.64	*Harbor Staff should be able to accommodate all Transient Moorage
Feb	1.96%	\$34.03	\$216.00	\$34.03	* customer demand elsewhere in Harbor
Mar	10.10%	\$175.34	\$216.00	\$175.34	*
Apr	13.12%	\$227.76	\$216.00	\$227.76	*
May	22.26%	\$386.43	\$216.00	\$386.43	*
Jun	29.75%	\$516.46	\$216.00	\$516.46	*
Jul	79.53%	\$1,380.64	\$216.00	\$138.06	Assume 10% transient occupancy with SWYC Agreement
Aug	76.96%	\$1,336.03	\$216.00	\$133.60	Assume 10% transient occupancy with SWYC Agreement
Sep	43.34%	\$752.38	\$216.00	\$564.29	Assume 75% transient occupancy with SWYC Agreement
Oct	12.68%	\$220.12	\$216.00	\$220.12	*
Nov	10.66%	\$185.06	\$216.00	\$185.06	*
Dec	5.61%	\$97.39	\$216.00	\$97.39	*
<b>Totals:</b>		<b>\$5,369.27</b>	<b>\$2,592.00</b>	<b>\$2,736.18</b>	
			<b>\$5,328.18</b>		