

**THE PORT DISTRICT OF SOUTH WHIDBEY ISLAND  
REGULAR MEETING**

Held at Freeland Library Meeting Room, 5495 Harbor Avenue, Freeland WA 98249  
With virtual access via Zoom Meeting Service  
Tuesday, May 12, 2026 at 4:00 p.m.

**AGENDA**

Join Zoom Meeting

<https://us02web.zoom.us/j/84592196378>

Meeting ID: 845 9219 6378

One tap mobile

+12532050468,,84592196378# US

+12532158782,,84592196378# US (Tacoma)

Dial by your location

• +1 253 215 8782 US (Tacoma)

• +1 253 205 0468 US

Meeting ID: 845 9219 6378

Find your local number: <https://us02web.zoom.us/u/kcg5oUIs4L>

WORKSHOP (3:45 PM – 4:00 PM): Commission review of vouchers and recent correspondence

REGULAR MEETING CALL TO ORDER and PLEDGE OF ALLEGIANCE (4:00pm)

**COMMISSIONER ACTIONS**

**Consent Agenda:**

- Approval of Minutes from the Regular Meeting of April 14, 2026 and minutes of Special Meeting of April 20,2026
- Approval of April vouchers in the amount of \$112,955
- Resolution 26-05 CERB Grant Application for Fairgrounds Electrical upgrade

**COMMISSIONER ACTIONS**

- Facet Contract for final engineering of Possession boat ramp

**PUBLIC COMMENT** – *This is time set aside for members of the public to speak to the Board regarding any subjects of concern/interest, **including items on the agenda**. The Board will take all information under advisement, but generally will not take any action unless it is emergent in nature. To ensure your comments are recorded, please state your name and city of residence. Please limit comments to 5 minutes.*

**EXECUTIVE DIRECTOR REPORT**

**Financial Update**

- March 2026 Financial Statement
- March Purchase and Payables
- April Profit & Loss
- 2026 Financial Forecast

**Operations**

- Operations Report

**Fairgrounds**

- Fairgrounds Report

**South Whidbey Harbor**

- Harbormaster Report

## ACTIVITIES/INVOLVEMENT REPORTS

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

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

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

## UNFINISHED BUSINESS

- Fairgrounds Housing Discussion

## NEW BUSINESS

## ADJOURNMENT

## PORT DISTRICT OF SOUTH WHIDBEY ISLAND

Minutes of the Regular Meeting

April 14, 2026

Held in Freeland, Washington  
and online via Zoom Meeting Service

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

**Port Staff Present:** Jim Pivarnik (Executive Director), Amanda Ellis (Director of Operations) Christian Tomisser (Maintenance Manager)

**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, April 14, 2026, in person at the meeting room of the Freeland Library at 5495 Harbor Avenue in Freeland, Washington and online via Zoom Meeting Service. Commissioner Greg Easton (President) called the Regular Meeting to order at 4:00 p.m., followed by the Pledge of Allegiance.

### COMMISSIONER ACTIONS

#### **ACTION:**

##### 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 the Regular Meeting of March 13, 2026.

**ACTION:** Commissioner Easton reported that an error in the minutes of March 13 should reflect a general fund balance as of 01/31/2026 to be \$295,514.18 instead of \$193,084. Corrections were made. Motion made by Gordon and seconded by Easton to approve the Consent Agenda with minutes correction as presented, including the authorization and acceptance of Vouchers dated March 2026 as signed today in the amount of \$104,060. Motion passed unanimously.

##### PUBLIC COMMENT

None.

##### EXECUTIVE DIRECTOR REPORT

**Financial Update and December 2025 Financial Statement:** The Commission acknowledged receipt of the February 2026 Financial Statement, Executive Director Jim Pivarnik reported the Port received approximately \$37,800 in operating, tax, and capital revenue and incurred approximately \$89,883 in operating and capital expenses during February 2026. Ending cash balance at 02/28/26 was \$429,733, consisting of \$235,030 in the General Fund and \$194,703 in the Bond Fund.

Director Pivarnik reported that staff has submitted a grant application the County's RCEDF fund for matching monies for the completion of the Possession Beach float replacement project. Matched with RCO funding and Port's own contribution the project could be completed by early spring.

Pivarnik met with Washington State Ferries personnel to begin the process of crafting a memorandum of agreement for the Ferry Electrification project to be located at Humphrey Street Parking facility. Draft should be available in the next month for review.

The Port is working with the Port of Everett to do a test run of a two day a week passenger ferry from Everett to Langley starting in mid-June thru August. This service will give both Ports the opportunity to assess whether a yearly service like this makes sense. We will be utilizing the Hat Island Ferry for this year.

Also provided to the Commissioners was a yearlong spreadsheet with month-by-month financial projections for 2026. This tool will allow us to better forecast 2027 and beyond budgets.

Pivarnik presented a Memorandum of understanding with South Whidbey Parks and Recreation that would allow reciprocal uses for Parks using Fairgrounds properties when not in use, and the Port to use equipment from the Parks District when not in use.

**ACTION:** Motion made by Gordon to approve seconded by Easton: motion passed unanimously

A Proposed estimate to resecure the cables and shackles securing the outer docks at South Whidbey Harbor. Crux Diving had done an inspection in January and found several pieces of hardware that needed to be replaced. The estimate was for \$11,600.

**ACTION:** Motion made by Gordon to approve seconded by Easton: motion passed unanimously

## STATUS REPORTS

### **Operation report**

Various Fairgrounds events were highlighted for April as the season begins. Fairgrounds kitchens have availability now but space is filling up fast with many new kitchen tenants. Fairgrounds Main Restroom is moving forward with a grant from WSDA.

### **Maintenance Report**

Maintenance has been busy getting ready for the season with small repairs being done at all of our facilities. Restrooms are being painted and fixtures repaired. Clean up of the back forty continues with many years of debris being cleared out.

### **Harbormaster report**

DockWA has been working great with reservations coming in for the summer season. This is helping to automate reservations saving employee time to spend with arriving customers.

## ACTIVITIES/INVOLVEMENT REPORTS

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

♦ **COG:** Commissioner Gordon reported on the Council of Governments' activities. He indicated that he will continue to serve as chair this year. Sen. Ron Muzzall and Rep Clyde Shavers will be at the upcoming meeting.

**CCC:** A presentation was made by South Whidbey Prepares at the monthly meeting.

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

**WPPA:** No Report

**P&M:** No Report

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

**MRC:** A New Environmental Database is being put together by the county and DNR. The Easton reported that there are concerns that container ships might back up in Holmes Harbor due to global supply chain issues.

**WPPA Legislative Committee:**

**Langley:** Discussion on progress on the Fairgrounds Overlay zone. The progress has been delayed due to the city's focus on completing their comprehensive plan and implementation.

UNFINISHED BUSINESS: None.

NEW BUSINESS: None

ADJOURNMENT: Without any further action, the Meeting was adjourned at 4:54 p.m.

Approved:

Minutes prepared and submitted by:

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Commissioner Jack Ng, Freeland

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Jim Pivarnik, Executive Director

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Commissioner Greg Easton, Langley

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Commissioner Curt Gordon, Clinton

**Public Disclosure Statement:** The foregoing Meeting Minutes, 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

April 20, 2026

Held in Freeland, Washington  
and online via Zoom Meeting Service

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

**Port Staff Present:** Jim Pivarnik (Executive Director)

**MEETING CALL TO ORDER:** The Special Meeting of the Port District of South Whidbey Island’s Board of Commissioners was convened on Monday, April 20, 2026, in person at the Port Conference room at 1804 Scott Rd in Freeland, Washington and online via Zoom Meeting Service. Commissioner Greg Easton (President) called the Regular Meeting to order at 9:00 a.m., followed by the Pledge of Allegiance.

**EXECUTIVE DIRECTOR REPORT:**

Executive Director Pivarnik outlined that the permits for the Possession Beach Boat Ramp float replacement project are completed except for the Corps of Engineers. The Corps informed us that the permit is ready for issue but that a mitigation plan will need to be secured by Thursday April 23<sup>rd</sup> or the permit will need to be denied. They recommended that an approved plan in this region would be best secured with the Puget Sound Salmon, Steelhead and Bull Trout Umbrella Conservation Bank. Our Engineers were not expecting mitigation to be required because we have done everything to make the floats more eco-friendly, however, the National Marine Fisheries are requiring mitigation to complete this project. Pivarnik recommended that funds could be taken from our capital bond fund to accomplish payment this week. He told the commissioners that various grants could be applied for to help offset this additional expense.

**ACTION:**

Commissioner Gordon made a motion that the Executive Director continue working with the Army Corps of Engineers to delay a mitigation plan for Possession Beach Boat Ramp capital project. If no alternate schedule can be made this motion would authorize the Executive Director to purchase \$33,500 in mitigation credits from the Puget Sound Salmon, Steelhead and Bull Trout Umbrella Conservation Bank. Motion was seconded by Commissioner Ng. Motion passed Unanimously.

**PUBLIC COMMENTS**

**None.**

**ADJOURNMENT:** Without any further action, the Meeting was adjourned at 9:35 a.m.

Approved:

Minutes prepared and submitted by:

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Commissioner Jack Ng, Freeland

\_\_\_\_\_  
Jim Pivarnik, Executive Director

\_\_\_\_\_  
Commissioner Greg Easton, Langley

\_\_\_\_\_  
Commissioner Curt Gordon, Clinton

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

Resolution No. 26-05

A RESOLUTION OF THE COMMISSIONERS OF THE PORT OF SOUTH WHIDBEY WASHINGTON, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A COMMUNITY ECONOMIC REVITALIZATION BOARD RURAL PORTS GRANT IN THE APPROXIMATE AMOUNT OF \$ 90,000 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR SUCH FUNDING

WHEREAS, Community Economic Revitalization Board (CERB) funds are available to support economic development projects which are ready to implement and for which jobs are to be created or retained, or enhance livability and vitality, or enhance tourism; and

WHEREAS, the Port of South Whidbey desires to fund a project consistent with the purposes of the CERB; and

WHEREAS, in the event the application for CERB funding is approved, and accepted by the Port of South Whidbey, the Port of South Whidbey will comply with all applicable federal and State requirements in regard to environmental impact of the project; and

WHEREAS, The Port of South Whidbey CERB project will not result in the transfer/relocation of jobs from one part of the state of Washington to another; and

WHEREAS, the Commissioners of The Port of South Whidbey finds and determines that an application should be submitted to appropriate agencies for consideration of funding the CERB Project for and on behalf of The Port of South Whidbey, and that such submission will promote economic development within The Port of South Whidbey.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE COMMISSIONERS OF THE PORT OF SOUTH WHIDBEY, WASHINGTON, as follows:

1. That the Executive Director or his/her designee, is hereby authorized to submit an application to the Community Economic Revitalization Board, for and on behalf of the Port of South Whidbey for CERB funding in the approximate amount of \$90,000 for the CERB Project; and

2. That the Executive Director is hereby further authorized to provide such additional information as may be necessary to secure approval of such application; and

3. That, in the event such application is approved, the Executive Director is authorized to enter into an agreement for such funding; and

4. That this Resolution shall be effective upon passage and signatures hereon in accordance with law.

PASSED this 12th day of May 2026

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Executive Director

Approved

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Commissioner Greg Easton

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Commissioner Curt Gordon

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Commissioner Jack Ng



Formerly DCG/Watershed

April 21, 2026

Jim Pivarnik  
Port of South Whidbey  
PO Box 872  
Freeland, WA 98249  
execdir@portofsouthwhidbey.com

## Proposal for Engineering Consulting Services

Facet Number: 1811.0039.01

Dear Jim,

Facet is proposing to advance the engineering plans, contract specifications, and cost estimates to a final stamped bid package for the float module replacements at the Possession Beach Waterfront Park Boat launch at 8212 Possession Rd, Clinton WA.

### SCOPE OF SERVICE

Facet's services will include the following:

#### **Task I – Plans, Specifications, and Cost Estimates (PS&E)**

The purpose of this task is to engineer the launch floats and to provide a bid package for the project. Work under this task includes calculations, sketches, and iterative design of site geometry and details. Facet will host a virtual Kick-Off Meeting with the Port to address questions and concerns and begin establishing the desired schedule. Facet will progress the launch floats design from the already submitted permit concept level to 100% design during this phase. The Port will be provided with drafts for the comments at 60%, 90% and 100%. (3) review meetings are included at submittal milestones to discuss comments with the Port. During this phase, Facet will prepare the following documents:

1. Basis of Design document stating all components, loads and equipment and finishes to be provided.
2. Facet will issue PDF format Plans, Specifications and Engineer's Estimate (PS&E) for review by the Port. Technical specifications will be provided in CSI format. Upon final submittal, stamped and signed drawings will be provided in both original CAD and PDF format. We anticipate (5-6) plan sheets showing plan, elevation, sections, and details. A summary of the PS&E submittals is provided below:
  - 60% Design Level
  - 90% Design Level
  - 100% Issued for Bid Submittal
3. Structural and Buoyancy Design Calculations will be prepared by a professional engineer licensed in Washington State. These calculations will support the float design up to the 90% level. Pile

design calculations will not be needed since we will reuse existing piles. Electrical Service, Potable Water and Fire Suppression are assumed not required on the dock.

4. Performance-Specified Float Design: At the 100% issued for public bid level, the float replacement will be defined through performance specifications rather than fully detailed fabrication drawings. This approach allows specialty fabricators flexibility in meeting performance criteria, accommodates material availability, and facilitates competitive bidding and procurement. While key design parameters will be established in the design process, final fabrication details will be left to the selected contractor within the bounds of the performance requirements. Facet will facilitate this type of performance specified design process providing criteria and working with local manufacturers to accommodate the desired boat launch float criteria.

### **Task II – Management**

Facet proposes continuing work on this task, capturing all management-related tasks and monthly invoices by the Project Manager. It also includes all coordination meetings and all managerial work needed to progress the project forward on schedule and within budget.

## **ASSUMPTIONS**

This proposal assumes the following:

1. This scope of work will be completed by February 2027.
2. This scope of work includes one round of Port revisions to the design
3. No in-water dredging will be required for construction.
4. Costs associated with travel and preparation for Port meetings, including, but not limited to, the hearing examiner and design review board, are not included within this scope of work.
5. Permit fees, due to agency review, are excluded from this scope of work and will be paid and delivered by the client.
6. All surveys will be completed by Others.
7. This scope is for design development and preparation of public bid documents. Construction and fabrication and installation oversight quality assurance is future work that will be scoped or handled by the client directly later.

## **SCHEDULE**

Work can begin immediately after notice to proceed authorization.

- |  |               |
|--|---------------|
| • 60% Design                             | May 2026      |
| • 100% Design                            | July 2026     |
| • Bid                                    | August 2026   |
| • Award & Kick off Construction Contract | October 2026  |
| • Submittals & RFI prior to Fabrication  | Oct/Nov 2026  |
| • Fabrication                            | December 2026 |
| • Installation                           | February 2027 |

## **PAYMENT**

Our Services will be billed on a time and materials basis. Hourly fees shall be billed at the rate schedule attached. The hourly posted rates are updated on January 1st of each year. We invoice monthly and accept



payment by check, credit card or Automated Clearing House (ACH). Please refer to our website for details on electronic payments.

- 1. Plans, Specifications, and Cost Estimates..... \$26,910.00
- 2. Management .....\$1,340.00

Total Facet fee .....\$28,250.00

Hourly Rate Schedule is attached for reference.

Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project-related travel.

### ADDITIONAL SERVICES

The work noted above is for a one-time performance only. Additional work and meeting times beyond what is stated herein shall constitute additional services and are to be reimbursed on an hourly basis per the Hourly Rate Schedule attached. Additional services shall not be authorized without Client authorization via contract addendums or written permissions.

### TERMS AND CONDITIONS

The terms and conditions of this Proposal are attached. Acknowledgement of these terms shall be indicated by signature of this Proposal. This Proposal is valid for 90 days and assumes work will commence within 6 months.

### CONCLUSION

If our proposal is satisfactory, please sign and return a copy of this proposal to us. We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,



Steve Robert, PE  
Principal of Marine Engineering

Facet Reference: 1811.0039.01

**Authorization to Proceed:**

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Name/Title

---

Signature

Date

Client Billing Address:

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Address

---

City

State

ZIP

---

Email Address

Phone Number

*Enclosures*

- Task and Labor Summary
- Staff Hourly Rate Schedule
- Terms and Conditions



**Facet**  
**PROFESSIONAL ENGINEERING SERVICES ESTIMATE**

**Project: Possession Boat Launch Floats**  
**Client: Port of South Whidbey**  
**Facet PM: Steve Robert, PE**

**100% PS&E and Management**

**FACET LABOR CATEGORIES**

Task	Description	Principal Engineer VI	Engineer IV	Engineer III	Total Hours	Sub total
<b>1</b>	<b>Plans, Specifications, and Cost Estimates (PS&amp;E)</b>					
	60% Design Level	5	10	35	50	\$ 8,970.00
	90% Design Level	5	10	35	50	\$ 8,970.00
	100% Issued for Bid Submittal	5	10	35	50	\$ 8,970.00
						<b>\$ 26,910.00</b>
<b>2</b>	<b>Management</b>					
	Coordination Meetings	1	5		6	\$ 1,340.00
						<b>\$ 1,340.00</b>
	TOTAL ESTIMATED HOURS BY LABOR CATEGORY	16	35	105	156	
	PERCENT BY LABOR CATEGORY	10%	22%	67%	100%	
	HOURLY RATE	\$ 265.00	\$ 215.00	\$ 157.00		
	TOTAL ESTIMATED CHARGES BY LABOR CATEGORY	\$ 4,240.00	\$ 7,525.00	\$ 16,485.00	\$ 28,250.00	
						<b>Subtotal: \$ 28,250.00</b>
						<b>TOTAL ESTIMATED MAXIMUM FEES: \$ 28,250.00</b>



## Terms and Conditions

Facet NW, Inc., a Washington State corporation (the "Company"), and the client (the "Client") named on the scope of services document (the "Scope"), enter into these Terms and Conditions (the "Agreement") for the project named on the Scope (the "Project"), and agree as follows:

**ARTICLE I—Work, Assumptions, and Deliverables.** The Company's scope of services to be performed (the "Work"), assumptions, and deliverables for the Project are specified in the Scope. Company shall perform its Work with the same degree of care and skill ordinarily used by members of the engineering and environmental services profession practicing under similar conditions at the same time and in the same locality of the Project. The Company shall perform its Work as expeditiously as is consistent with the applicable professional standard of care. Work identified in the Scope as future work, excluded from the Scope or Project, or performed by others is the responsibility of the Client. Unless specifically included within the Scope, managing work by others, including third-party consultants and contractors, is the responsibility of the Client. The Client may terminate the Work at any time by notifying the Company in writing. However, the Company is entitled to all fees and expenses consistent with this Agreement before notice of such termination, and Client agrees to promptly pay the Company for the Work, services, expenses, and disbursements of the Company through the date of termination, together with reasonable fees necessary to transfer or close Client's file.

**ARTICLE II—Payment Conditions.** The Company's fees are specified in the Scope. Hourly rates or time and material fees shall be billed at the rate schedule in effect at the time of invoicing. Fixed fees shall be billed incrementally during the period of performance and in full at the completion of all Work. All charges shall be deemed to include all taxes and all other charges levied by any government agency on the Company relating to the Work. All reimbursable expenses and subconsultant fees will be marked up at 10%. Unless otherwise specified, the frequency of invoicing shall be monthly. The Company agrees to provide such supporting documentation for each invoice as Client may reasonably require. Client shall pay each invoice properly submitted by the Company within 30 days of the date of invoice or as required by law. Client shall notify the Company of any disputed amount within 15 days from the date of invoice, provide reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1.5%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. Final payment shall be made upon completion and acceptance of the Work by Client. In the event of a sale of the Project, the Client will notify the Company of a new owner. If Client fails to provide such information, then the Client is responsible for all charges accrued past the Project sale date.

**ARTICLE III—Notice to Proceed, Schedule, and Delays.** The offer of this unsigned Agreement will be valid for a minimum of 30 days, or the period stated in the Scope, whichever is greater. Unless otherwise specified by Client in writing, the notice to proceed shall be the date the Agreement is signed by the Client. If applicable, the Company will complete the Work in accordance with the schedule specified in the Scope ("Schedule"), except to the extent modified by Article IX herein. The Company shall notify Client immediately by telephone, e-mail, facsimile, or in writing of any event or condition impairing its

ability to meet the Schedule, together with proposed revisions to the Schedule. If applicable, the Agreement end date shall be as specified on the Scope. The Company reserves the right to escalate total fee amounts for Work conducted on any Scope or Project extending 12 months beyond the original Schedule and/or for delays in the stated Project Schedule beyond the Company's control.

**ARTICLE IV—Changes and Additional Compensation.** The Client, by written request, may propose changes in the Work including, but not limited to, increasing, or decreasing the Work or directing acceleration in the performance of the Work and/or Schedule. Client and Company shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order, however, the Company has sole discretion to establish the charges due as a result of a Change Order.

**ARTICLE V—Insurance.** The Company agrees that it now carries, and will continue to carry during the performance of this Agreement, the applicable insurance policies indicated below with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least one year after completion of the Work.

<b>(1) General Liability</b>	<b>\$1,000,000 per occurrence</b>
<b>(2) Professional Liability</b>	<b>\$ 2,000,000 per occurrence</b>
<b>(3) Additional Liability</b>	<b>\$ 5,000,000 per occurrence</b>

**ARTICLE VI—Limitation of Liability.** The liability of the Company, including its employees, agents, and subcontractors, for Client's claims of loss, injury, death, damages, or expenses, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, shall not exceed in aggregate the total sum of \$50,000 or the Company's total fees received under the Agreement and/or Scope, whichever is less, for claims in which the Company has any legal liability.

**ARTICLE VII—Disputes.** After first attempting to resolve disputes through good faith negotiations, the parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement. Jurisdiction and venue for any claim or dispute between the parties shall be the Superior Court District in which the project is located and any dispute shall be determined by immediate reference of the matter to mandatory arbitration as provided by RCW 7.06 et seq., the Superior Court Mandatory Arbitration Rules and the applicable Local Rules of the Superior Court District. The fact that the amount in controversy may exceed the maximum otherwise subject to arbitration will not divest the arbitrator of the power to hear and determine the issues and any such limitations are waived. Neither party shall have the right to trial de novo, and the parties agree that the arbitrator's decision will be final and binding.

**ARTICLE VIII—Ownership of Documents, Patents, and Copyrights.** All intellectual property developed in the performance of the Work, and all records relating to the Work, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed equal property of Company and the Client. The Company will retain possession of the originals and the Client shall have the right to obtain copies or

reproduction at Client's cost. Client agrees that the Company will not have any liability to Client, or to any third party, for any revision or addition to, alteration, or deviation from Company's deliverables occurring subsequent to Company's completion of the Work under this Agreement or earlier termination of this Agreement, or for the use of Company's deliverables on a subsequent project by or on behalf of Client, and Client shall defend, indemnify, and hold the Company harmless from and against all liability, loss, damages, costs, and expenses, including reasonable attorneys' fees and disbursements, which the Company may at any time sustain or incur by reason of any such use, revision, addition, alteration, or deviation. Notwithstanding the transfer of ownership set forth above, the Company shall retain ownership rights to its standard, non-Project specific details, designs, and specifications.

**ARTICLE IX—Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not have reasonably been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, wars, riots, strikes, lockouts, and other industrial disturbances, unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services, court orders, acts of God, acts, orders, laws, or regulations of the government of the United States or any foreign country, or any governmental agency. Should such a Force Majeure occur, the parties shall negotiate in good faith to mutually agree on the terms and conditions upon which the Work may be continued.

**ARTICLE X—Notices.** Notices shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile or email at the time of mailing. In the absence of specifically designated authorized representatives, the signatories to this Agreement shall be authorized representatives. Each party shall have the sole responsibility to provide written notice of a change in its authorized representative.

**ARTICLE XI—Integrated Writing.** This Agreement, together with a Scope, constitutes the entire agreement between Client and the Company and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties' authorized representatives. There shall be no oral modification of this clause.

**ARTICLE XII—Collections/Attorney Fees.** In the event of legal action brought by any party relating to this agreement, attorneys' fees, court costs, and other related expenses shall be paid by the non-prevailing party. A delay in payment may affect the Project Schedule; if invoices become delinquent beyond 60 days from the date due, the Company has the right to place a stop on all Work and/or hold deliverables associated with the Project until all outstanding invoices are paid in full. A retainer may be requested for future Work to bill against in the event of delinquent accounts up to the amount of the remaining fees listed in the Scope. The Client is hereby notified that the Company, by statute, has the right to place a lien on real property for services performed on and for the benefit of real property for nonpayment of fees within 90 days following work stoppage.



Executive Director Report  
Regular Meeting  
May 12 ,2026

**Financial Reporting**

In March we received approximately \$ 113,668 in operating, tax and capital revenue; and, incurred approximately \$ 91,983 in operating & capital expenses. March 31, 2026 cash balance was \$ 249,346 in our General Operating Account and \$ 194,702 in our Bond Account for a total of \$ 444,048

**UPDATES**

RCEDF Funding Request

- Presentation to County Commissioners May 20 for \$105,000 funding request for Possession Beach Boat Ramp Project

RCO BIG Grant Application

- \$204,000 for Harbor Whaler/Electrical. Submitted grant request to RCO for possible BIG funding for the Harbor repair that is desperately needed.

Washington Emergency Management FEMA Request

- \$40,000 request for December storm damage to Possession Boat Ramp.

Permits for Possession Ramp

- All County, State and Federal Permits have been received and we are ready to proceed when funding becomes available.

CERB Grant Submitted

- \$90,000 three-phase power upgrade at Fairgrounds.

Suquamish Tribe /Clinton Dock

Langley/Everett Passenger Ferry

- Attached proposed schedule

Port Annual Report Submitted to State Auditor's Office.

# **PORT OF SOUTH WHIDBEY ISLAND**

STATEMENT OF RECEIPTS AND DISBURSEMENTS  
ARISING FROM CASH TRANSACTIONS  
MARCH 2026

May 1, 2026



1804 Scott Road, Suite 303 o P.O. Box 872  
Freeland, WA 98249

Phone: 360-331-5494 Fax: 360-331-5414  
[www.portofsouthwhidbey.com](http://www.portofsouthwhidbey.com)

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 March 31, 2026, 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 month ending March 31, 2026, has not been compiled or examined by a certified public accountant.

Jim Pivarnik  
Executive Director  
Port District of South Whidbey Island

**Port of South Whidbey**  
**Summary Statement of Revenue Collected and Expenses Paid**  
For the Year to Date Period Ending March 31, 2026

	<b>BUDGET</b>	<b>Mar 26</b>	<b>Year to Date</b>	<b>Budget Variance</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Fairgrounds Revenue	189,246	10,380	24,535	164,711
Harbor Revenue	271,410	16,257	33,847	237,563
Humphrey Road Revenue	70,100	7,117	16,883	53,216
Interest Income	11,000	643	2,487	8,512
Miscellaneous Income	1,000	0	0	1,000
Possession Park Revenue	17,110	1,453	4,453	12,657
Property Tax Income	919,000	77,819	92,586	826,415
Timber, L/H, Comp Tax Income	1,000	0	0	1,000
<b>Total Income</b>	<b>1,479,866</b>	<b>113,668</b>	<b>174,792</b>	<b>1,305,075</b>
<b>Gross Profit</b>	<b>1,479,866</b>	<b>113,668</b>	<b>174,792</b>	<b>1,305,075</b>
<b>Expense</b>				0
Administration	803,054	55,516	159,218	643,836
Bush Point Operations	10,200	78	1,693	8,507
Clinton Beach Operations	9,950	328	1,561	8,389
Fairgrounds Operations	251,555	21,620	61,325	190,230
Humphrey Rd Parking Lot Ops	17,010	1,013	6,246	10,764
Possession Beach Park Ops	36,750	2,485	7,754	28,996
South Whidbey Harbor Ops	232,992	10,943	35,541	197,451
<b>Total Expense</b>	<b>1,361,511</b>	<b>91,983</b>	<b>277,889</b>	<b>1,083,622</b>
<b>Net Ordinary Income</b>	<b>118,355</b>	<b>21,685</b>	<b>-103,097</b>	<b>221,453</b>
<b>Other Income/Expense</b>				0
<b>Other Income</b>				0
Capital Revenue	1,409,851	899	2,758	1,407,093
<b>Total Other Income</b>	<b>1,409,851</b>	<b>899</b>	<b>2,758</b>	<b>1,407,093</b>
<b>Other Expense</b>				0
Capital Expenditures	1,437,320	10,239	11,482	1,425,838
<b>Total Other Expense</b>	<b>1,437,320</b>	<b>10,239</b>	<b>11,482</b>	<b>1,425,838</b>
<b>Net Other Income</b>	<b>-27,469</b>	<b>-9,339</b>	<b>-8,724</b>	<b>-18,745</b>
<b>Net Income</b>	<b>90,886</b>	<b>12,346</b>	<b>-111,821</b>	<b>202,708</b>

**Port of South Whidbey**  
**Administrative and Capital Statement of Revenue Collected**  
For the Year to Date Period Ending March 31, 2026

	<b>BUDGET</b>	<b>Mar 26</b>	<b>Year To Date</b>	<b>Budget Variance</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income	11,000	643	2,487	8,513
Miscellaneous Income	1,000	0	0	1,000
Property Tax Income	919,000	77,818	92,585	826,415
Timber, L/H, Comp Tax Income	100	0	0	100
<b>Total Income</b>	<b>931,100</b>	<b>78,461</b>	<b>95,072</b>	<b>836,028</b>
<b>Gross Profit</b>	<b>931,100</b>	<b>78,461</b>	<b>95,072</b>	<b>836,028</b>
<b>Expense</b>				
<b>Administration</b>				
Admin/Accounting Wages	40,994	3,590	9,858	31,136
Administrative Payroll Taxes	29,000	3,091	5,858	23,141
Commissioners' Salaries	12,960	1,080	3,240	9,720
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	0	2,493	507
Election Costs	11,000	0	6,436	4,563
Employee Fringe Benefits	47,400	2,250	8,100	39,300
Employee IRA Matching	8,500	530	858	7,643
Executive Director Salary	105,000	8,750	26,250	78,750
FMLA & CARES Payroll Taxes	6,000	0	1,770	4,230
Insurance (Port-wide)	115,000	0	0	115,000
Labor & Industries Taxes	26,500	0	4,815	21,685
Legal Fees	4,000	0	0	4,000
Legal Notices/Classified Ads	500	0	360	139
Maintenance Manager Wages	60,000	4,616	15,420	44,580
Maintenance Tech 1 Wages	49,100	3,840	11,034	38,066
Maintenance Tech 2 Wages	49,100	3,840	10,176	38,924
Marketing - General	10,000	1,432	1,432	8,569
Meetings & Education incl WPPA	5,000	0	0	5,000
Merchant Fees	9,200	460	1,606	7,594
Misc Expenses & Taxes	3,000	1,448	3,709	-709
Ofc. Equip Lease, Purch, Repair	6,000	0	0	6,000
Office & Facilities Supplies	3,000	629	3,595	-595
Office Telephone & Staff Mobile	8,000	571	1,804	6,196
Payroll Taxes - Commissioners	2,000	157	313	1,687
Per Diem - Commissioners				
Per Diem - Easton	6,167	483	1,127	5,040
Per Diem - Gordon	6,166	322	966	5,200
Per Diem - Ng	6,167	161	483	5,684
<b>Total Per Diem - Commissioners</b>	<b>18,500</b>	<b>966</b>	<b>2,576</b>	<b>15,924</b>
Port Clerk/Accountant Wages	72,100	14,224	25,828	46,272
Port Office Rental	30,900	2,575	7,725	23,175
Port Vehicles' Expense	4,000	288	976	3,025
Promotional Hosting	500	0	0	500

**Port of South Whidbey**  
**Administrative and Capital Statement of Revenue Collected**  
For the Year to Date Period Ending March 31, 2026

	<b>BUDGET</b>	<b>Mar 26</b>	<b>Year To Date</b>	<b>Budget Variance</b>
Publications & Subscriptions	200	0	0	200
Travel Exp - Commissioners				
Travel Expense - Easton	1,500	304	304	1,196
Travel Expense - Gordon	1,500	36	36	1,464
Travel Expense - Ng	1,500	0	0	1,500
<b>Total Travel Exp - Commissioners</b>	<b>4,500</b>	<b>341</b>	<b>341</b>	<b>4,159</b>
Travel Expense - Staff	5,000	785	1,571	3,428
Website Design & Maintenance	1,000	55	1,073	-73
<b>Total Administration</b>	<b>793,053</b>	<b>55,516</b>	<b>159,862</b>	<b>633,190</b>
<b>Total Expense</b>	<b>793,053</b>	<b>55,516</b>	<b>159,862</b>	<b>633,190</b>
<b>Net Ordinary Income</b>	<b>138,047</b>	<b>22,945</b>	<b>-64,790</b>	<b>202,838</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	125,000	0	0	125,000
RCEDF Grant - Fairgrounds	0	0	468	-468
WSDA Grant - Fairgrounds	36,000	0	0	36,000
<b>Total Fairgrounds</b>	<b>161,000</b>	<b>0</b>	<b>468</b>	<b>160,532</b>
STBG Clinton Dock	1,118,000	0	0	1,118,000
<b>Total Capital Revenue</b>	<b>1,279,749</b>	<b>0</b>	<b>468</b>	<b>1,279,281</b>
<b>Total Other Income</b>	<b>1,279,749</b>	<b>0</b>	<b>468</b>	<b>1,279,281</b>
<b>Other Expense</b>				
<b>Capital Expenditures</b>				
Clean Vessel Grant Exp	1,148,000	0	0	1,148,000
Clinton Dock-Passenger Ferry	15,250	0	468	14,782
Fairgrounds - Cap Improvements	125,000	1,354	1,354	123,646
Fairgrounds - Workforce Housing	0	0	1,601	-1,601
RCO Possession Boarding Floasts	0	9,413	9,413	-9,413
SWH Capital Improvements	1,000	0	0	1,000
<b>Total Capital Expenditures</b>	<b>1,290,250</b>	<b>10,767</b>	<b>12,836</b>	<b>1,277,415</b>
<b>Total Other Expense</b>	<b>1,290,250</b>	<b>10,767</b>	<b>12,836</b>	<b>1,277,415</b>
<b>Net Other Income</b>	<b>-10,501</b>	<b>-10,767</b>	<b>-12,368</b>	<b>1,867</b>
<b>Net Income</b>	<b>167,547</b>	<b>12,178</b>	<b>-77,158</b>	<b>244,705</b>

**Port of South Whidbey**  
**LTGO Bonds Statement of Revenue Collected and Expenses Paid**  
For the Year to Date Period Ending March 31, 2026

	<u>Budget</u>	<u>Mar 26</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	189	884	5,116
2018B Bond Interest Income	6,000	188	883	5,117
<b>Total Bond Interest</b>	<u>12,000</u>	<u>377</u>	<u>1,768</u>	<u>10,232</u>
<b>Total Capital Revenue</b>	<u>12,000</u>	<u>377</u>	<u>1,768</u>	<u>10,232</u>
<b>Total Other Income</b>	12,000	377	1,768	10,232
<b>Other Expense</b>				
<b>Capital Expenditures</b>				
<b>2012 LTGO Bond</b>				
2012 LTGO Bond Fees	1,050	0	0	1,050
2012 LTGO Bond Interest	14,250	0	0	14,250
2012 LTGO Bond Principal	56,250	0	0	56,250
<b>Total 2012 LTGO Bond</b>	<u>71,550</u>	<u>0</u>	<u>0</u>	<u>71,550</u>
<b>2016 LTGO Bond</b>				
2016 LTGO Bond Interest	550	0	0	550
2016 LTGO Bond Principal	15,184	0	0	15,184
<b>Total 2016 LTGO Bond</b>	<u>15,734</u>	<u>0</u>	<u>0</u>	<u>15,734</u>
<b>2018A LTGO Bond</b>				
2018A LTGO Bond Fees	1,050	0	0	1,050
2018A LTGO Bond Interest	15,444	0	0	15,444
2018A LTGO Bond Principal	500	0	0	500
<b>Total 2018A LTGO Bond</b>	<u>16,994</u>	<u>0</u>	<u>0</u>	<u>16,994</u>
<b>2018B LTGO Bond (Taxable)</b>				
2018B LTGO Bond Fees	700	0	0	700
2018B LTGO Bond Interest	18,592	0	0	18,592
2018B LTGO Bond Principal	10,000	0	0	10,000
<b>Total 2018B LTGO Bond (Taxable)</b>	<u>29,292</u>	<u>0</u>	<u>0</u>	<u>29,292</u>
<b>Total Capital Expenditures</b>	<u>133,570</u>	<u>0</u>	<u>0</u>	<u>133,570</u>
<b>Net Other Income</b>	<u>-121,570</u>	<u>377</u>	<u>1,768</u>	<u>-123,338</u>
<b>Net Income</b>	<u><u>-121,570</u></u>	<u><u>377</u></u>	<u><u>1,768</u></u>	<u><u>-123,338</u></u>

**Port of South Whidbey**  
**Bush Point Statement of Revenue Collected and Expenses Paid**  
For the Year to Date Period Ending March 31, 2026

	<u>Budget</u>	<u>Mar 26</u>	<u>Year To Date</u>	<u>BADGET VARIANCE</u>
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Bush Point Operations</b>				
Dock & Ramp - Bush Pt	83	0	0	-83
Electricity - Bush Pt	167	78	331	164
Equipment - Bush Pt	125	0	71	-54
Maint & Repair - Bush Pt	125	0	185	60
Materials & Supplies - Bush Pt	83	0	236	153
Minor Improvements - Bush Pt	83	0	0	-83
Refuse Removal - Bush Pt	100	0	870	770
Water System - Bush Pt	83	0	0	-83
<b>Total Bush Point Operations</b>	<u>850</u>	<u>78</u>	<u>1,693</u>	<u>843</u>
<b>Total Expense</b>	<u>850</u>	<u>78</u>	<u>1,693</u>	<u>-460</u>
<b>Net Ordinary Income</b>	<u>-850</u>	<u>-78</u>	<u>-1,693</u>	<u>460</u>
<b>Net Income</b>	<u><u>-850</u></u>	<u><u>-78</u></u>	<u><u>-1,693</u></u>	<u><u>460</u></u>

**Port of South Whidbey**  
**Humphrey Road Parking Lot Statement of Revenue Collected and**  
**For the Year to Date Period Ending March 31, 2026**

	<u>Budget</u>	<u>Mar26</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	35,000	1,842	7,792	27,208
Permit Fees - Humphrey Rd	30,000	5,275	9,091	20,909
Sales Tax - Humphrey Rd	5,100	0	0	5,100
<b>Total Humphrey Road Revenue</b>	<u>70,100</u>	<u>7,117</u>	<u>16,883</u>	<u>53,217</u>
<b>Total Income</b>	<u>70,100</u>	<u>7,117</u>	<u>16,883</u>	<u>53,217</u>
<b>Gross Profit</b>	70,100	7,117	16,883	53,217
<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	0	500
Improvements - Humphrey Lot	4,000	0	0	4,000
Materials & Supplies - Humph Rd	700	0	3,024	-2,324
Payroll Taxes - Humphrey Rd	470	40	40	430
Taxes - Humphrey Rd				
B & O Taxes - Humphrey Rd		3	27	-27
WSST - Parking	5,100	450	1,103	3,997
<b>Total Taxes - Humphrey Rd</b>	<u>17,010</u>	<u>453</u>	<u>1,130</u>	<u>15,880</u>
<b>Total Humphrey Rd Parking Lot Ops</b>	<u>17,010</u>	<u>1,013</u>	<u>5,233</u>	<u>11,777</u>
<b>Total Expense</b>	<u>17,010</u>	<u>1,013</u>	<u>5,233</u>	<u>11,777</u>
<b>Net Ordinary Income</b>	<u>53,090</u>	<u>6,104</u>	<u>4,533</u>	<u>48,557</u>
<b>Net Income</b>	<u><u>53,090</u></u>	<u><u>6,104</u></u>	<u><u>4,533</u></u>	<u><u>48,557</u></u>

**Port of South Whidbey**  
**Possession Beach Waterfront Park Statement of Revenue Collec**  
For the Year to Date Period Ending March 31, 2026

	<u>Budget</u>	<u>Mar 26</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	3	3	197
Electricity reimb - Poss Pk	1,200	0	0	1,200
Parking Fees - Possession	100	0	0	100
Rental of Residence - Poss Pk	15,600	1,450	4,450	11,150
Sales Tax - Possession Parking	10	0	0	10
<b>Total Possession Park Revenue</b>	<u>17,110</u>	<u>1,453</u>	<u>4,453</u>	<u>12,657</u>
<b>Total Income</b>	<u>17,110</u>	<u>1,453</u>	<u>4,453</u>	<u>12,657</u>
<b>Gross Profit</b>	17,110	1,453	4,453	12,657
<b>Expense</b>				
<b>Possession Beach Park Ops</b>				
Dock & Ramp - Possession	5,000	0	0	5,000
Electricity - Possession	4,000	632	1,883	2,117
Equip (Purchase/Rent/Repair)	2,500	53	160	2,340
Maint & Repair - Possession	4,000	1,232	1,962	2,038
Maint. Wages - Possession	9,000	200	600	8,400
Materials & Suppl - Possession	1,500	64	1,696	-196
Minor Improvements - Poss Pk	5,000	0	0	5,000
Payroll Taxes - Possession	750	15	31	719
Refuse Removal - Possession	2,000	125	371	1,629
Taxes - Possession			0	0
B &O Taxes - Poss Pk	25	0	0	25
WSST - Overnight Parking	25	0	0	25
<b>Total Taxes - Possession</b>	<u>50</u>	<u>0</u>	<u>0</u>	<u>50</u>
Telephone - Possession	1,200	40	119	1,081
Water System Maint - Poss Pk	1,750	124	932	818
<b>Total Possession Beach Park Ops</b>	<u>36,750</u>	<u>2,485</u>	<u>7,754</u>	<u>28,996</u>
<b>Total Expense</b>	<u>36,750</u>	<u>2,485</u>	<u>7,754</u>	<u>28,996</u>
<b>Net Ordinary Income</b>	<u>-19,640</u>	<u>-1,032</u>	<u>-3,301</u>	<u>-16,339</u>
<b>Net Income</b>	<u>-19,640</u>	<u>-1,032</u>	<u>-3,301</u>	<u>-16,339</u>

**Port of South Whidbey**  
**Clinton Beach Statement of Revenue Collected and Expenses Pa**  
**For the Year to Date Period Ending March 31, 2026**

	<u>Budget</u>	<u>Mar 26</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	1,000	128	356	644
Maint & Repair - Clinton Beach	2,000	0	102	1,898
Materials & Supplies - Clinton	1,000	0	560	440
Minor Improvements - Clinton	2,500	0	0	2,500
Refuse Removal - Clinton Beach	1,850	141	419	1,431
Water System - Clinton Beach	600	59	123	477
<b>Total Clinton Beach Operations</b>	<u>9,950</u>	<u>328</u>	<u>1,560</u>	<u>8,390</u>
<b>Total Expense</b>	<u>9,950</u>	<u>328</u>	<u>1,560</u>	<u>8,390</u>
<b>Net Ordinary Income</b>	<u>-9,950</u>	<u>-328</u>	<u>-1,560</u>	<u>-8,390</u>
<b>Net Income</b>	<u><u>-9,950</u></u>	<u><u>-328</u></u>	<u><u>-1,560</u></u>	<u><u>8,390</u></u>

**Port of South Whidbey**  
**Whidbey Island Fairgrounds Statement of Revenue Collected**  
For the Year to Date Period Ending March 31, 2026

	<u>Budget</u>	<u>Mar 26</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	60,000	3,041	5,396	54,604
Dump Fees - Campground	6,000	155	545	5,455
Fair Association Lease	1,696	250	1,000	696
<b>Fairgrounds Events</b>				
Event Haul In Fees-Fairgrounds		8	10	-10
Event Rentals - Fairgrounds	70,000	2,830	5,626	64,374
<b>Total Fairgrounds Events</b>	<u>70,000</u>	<u>2,838</u>	<u>2,798</u>	<u>67,202</u>
Fairgrounds Revenue - Misc	500	15	9	491
<b>Taxes - Fairgrounds</b>				
Camping Sales/Lodging Tax	5,250	0	0	5,250
L/H Tax Revenue - Fairgrounds	3,800	0	0	3,800
<b>Total Taxes - Fairgrounds</b>	<u>9,050</u>	<u>0</u>	<u>0</u>	<u>9,050</u>
Tenant Leases - Fairgrounds	42,000	4,028	11,881	30,119
<b>Total Fairgrounds Revenue</b>	<u>189,246</u>	<u>10,326</u>	<u>24,481</u>	<u>164,765</u>
<b>Total Income</b>	<u>189,246</u>	<u>10,326</u>	<u>24,481</u>	<u>164,765</u>
<b>Gross Profit</b>	<u>189,246</u>	<u>10,326</u>	<u>24,481</u>	<u>164,765</u>
<b>Expense</b>				
<b>Fairgrounds Operations</b>				
Electricity - Fairgrounds	32,000	3,941	11,436	20,564
Employee Benefits - Fairgrounds	9,480	600	1,800	7,680
Equipment (Purch/Rent/Repair)	8,000	718	1,260	6,740
Fairgrounds Misc Exp	2,000	176	401	1,599
FG Director Wages	64,375	5,208	16,868	47,507
FG Mktg & Events Coord Wages	26,200	2,177	6,670	19,530
Maint & Repair - Fairgrounds	12,000	409	2,637	9,363
Marketing/Advertising-FG		131	1,341	-1,341
Materials & Supplies - Fair	15,000	2,475	2,698	12,302
Minor Improvements - Fair	5,000	921	2,475	2,525
Payroll Taxes - Fairgrounds	8,000	617	1,592	6,408
Propane - Fairgrounds	4,500	345	1,489	3,011
Refuse Removal - Fairgrounds	10,000	2,368	962	9,038
<b>Taxes - Fairgrounds</b>				
B & O Tax - Fair	0	48	103	-103
Leasehold Tax - Fair	10,000	0	1,120	8,880
Sales & Lodging Tax	0	37	246	-246
<b>Total Taxes - Fairgrounds</b>	<u>10,000</u>	<u>85</u>	<u>1,422</u>	<u>8,578</u>
Telephone & DSL - Fairgrounds	13,000	1,198	3,357	9,643
Vehicle Maintenance - Fair	2,000	251	380	1,620
Water & Sewer - Fairgrounds	30,000	0	768	29,232
<b>Total Fairgrounds Operations</b>	<u>251,555</u>	<u>21,619</u>	<u>39,706</u>	<u>211,849</u>
<b>Total Expense</b>	<u>251,555</u>	<u>21,619</u>	<u>39,706</u>	<u>211,849</u>
<b>Net Ordinary Income</b>	<u>-62,309</u>	<u>-11,293</u>	<u>-25,550</u>	<u>-36,759</u>
<b>Net Income</b>	<u>-62,309</u>	<u>-11,293</u>	<u>-25,550</u>	<u>-36,759</u>

**Port of South Whidbey**  
**South Whidbey Harbor Statement of Revenue Collected and Expe**  
For the Year to Date Period Ending March 31, 2026

	BUDGET	Mar 26	Year To Date	Budget Variance
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Harbor Revenue</b>				
Annual Moorage	19,100	9,542	11,246	7,854
Commercial Moorage	2,500	0	0	2,500
Dinghy	900	0	0	900
Dock Sales - Ice	750	0	0	750
Donations	200	15	19	181
Harbor Revenue - Misc	100	0	0	100
L/H Tax Revenue - SWH	7,500	0	0	7,500
Live-aboard fee	1,360	160	959	401
Monthly Moorage	45,000	1,446	12,216	32,784
Showers	1,500	116	307	1,193
SWH Uplands Lease	1,500	0	0	1,500
Transient Day Use Moorage	15,000	194	501	14,499
Transient Overnight Moorage	176,000	4,785	8,598	167,402
<b>Total Harbor Revenue</b>	<b>271,410</b>	<b>16,257</b>	<b>33,847</b>	<b>237,563</b>
<b>Total Income</b>	<b>271,410</b>	<b>16,257</b>	<b>33,847</b>	<b>237,563</b>
<b>Gross Profit</b>	<b>271,410</b>	<b>16,257</b>	<b>33,847</b>	<b>237,563</b>
<b>Expense</b>				
<b>South Whidbey Harbor Ops</b>				
Asst Harbormaster Wages	35,000	0	1,545	33,455
DNR Tidelands Lease	12,000	0	0	12,000
Dockhand - Part Time	21,840	1,285	3,630	18,210
Electricity - Harbor	15,000	2,312	6,309	8,691
Employee Benefits - Harbor	15,480	600	1,800	13,680
Equip (Purch/Rent/Repair) SWH	3,000	1,448	1,481	1,519
Golf Cart & Boat-Maint	800	0	0	800
Harbormaster Wages	59,122	4,052	12,307	46,815
Ice Purchases	600	0	0	600
Maint & Repair - Harbor	6,000	135	405	5,595
Materials & Supplies - Harbor	9,000	129	856	8,144
Minor Improvements - Harbor	1,500	0	0	1,500
Payroll Taxes - Harbor	10,900	457	935	9,965
Pump-Out Barge M & R	1,000	0	0	1,000
Refuse Removal - Harbor	4,500	275	821	3,679
Seasonal Wages - Harbor	10,000	0	0	10,000
<b>Taxes - Harbor</b>				
B & O Tax - Harbor	0	43	88	-88
Leasehold Tax - Harbor	15,000	0	3,871	11,129
<b>Total Taxes - Harbor</b>	<b>15,000</b>	<b>43</b>	<b>3,959</b>	<b>11,041</b>
Telephone & DSL - Harbor	3,000	207	556	2,444
Water & Sewer - Harbor	9,250	0	937	8,313
<b>Total South Whidbey Harbor Ops</b>	<b>232,992</b>	<b>10,943</b>	<b>35,541</b>	<b>197,451</b>
<b>Total Expense</b>	<b>232,992</b>	<b>10,943</b>	<b>35,541</b>	<b>197,451</b>
<b>Net Ordinary Income</b>	<b>38,418</b>	<b>5,313</b>	<b>-1,694</b>	<b>40,112</b>
<b>Net Income</b>	<b>38,418</b>	<b>5,313</b>	<b>-1,694</b>	<b>40,112</b>

**PORT OF SOUTH WHIDBEY**  
**3/31/2026**

Ending General Fund Cash Balance as of 02/28/2026	\$	39,030.11
Ending General Fund Investment Balance as of 02/28/2026	\$	196,000.00
Ending Bond Fund Cash Balance of 02/28/2026	\$	1,931.29
Ending Bond Fund Investment Balance as of 02/28/2026	\$	192,772.07
<b>Balance as of 02/28/2026</b>	<b>\$</b>	<b><u>429,733.47</u></b>

Original Estimated Beginning Cash per 2026 Budget	\$	440,243.00
Actual Beginning Cash Balance as of 01/01/2026	\$	488,598.18
<b>Difference</b>	<b>\$</b>	<b><u>48,355.18</u></b>

Original Estimated Ending Cash per 2026 Budget	\$	<b>530,774.00</b>
Ending General Fund Cash Balance as of 03/31/2026	\$	148,097.56
Ending General Fund Investment Balance as of 03/31/2026	\$	99,728.96
Ending Payroll Clearing Account Balance as of 03/31/2026	\$	1,519.79
Ending Bond Fund Cash Balance of 03/31/2026	\$	1,951.77
Ending Bond Fund Investment Balance as of 03/31/2026	\$	192,749.69
<b>Balance as of 03/31/2026</b>	<b>\$</b>	<b><u>444,047.77</u></b>

<b>General Fund Cash &amp; Investment Total as of 03/31/2026</b>	<b>\$</b>	<b>249,346.31</b>
<b>Bond Fund Cash &amp; Investment Total as of 03/31/2026</b>	<b>\$</b>	<b>194,701.46</b>
	<b>\$</b>	<b><u>444,047.77</u></b>

**Port of South Whidbey**  
**Preliminary Profit & Loss**  
**April 2026**

	Apr 26
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Fairgrounds Revenue</b>	
Camping Fees - Fairgrounds	3,750.00
Dump Fees - Campground	315.00
<b>Fairgrounds Events</b>	
Event Haul In Fees-Fairgrou...	24.00
Event Rentals - Fairgrounds	2,305.00
<b>Total Fairgrounds Events</b>	2,329.00
<b>Fairgrounds Revenue - Misc</b>	25.75
<b>Tenant Leases - Fairgrounds</b>	2,466.00
<b>Total Fairgrounds Revenue</b>	8,885.75
<b>Harbor Revenue</b>	
Annual Moorage	864.00
Donations	1.00
Live-aboard fee	80.00
Monthly Moorage	1,060.50
Showers	99.50
SWH Uplands Lease	283.50
Transient Day Use Moorage	715.00
Transient Overnight Moorage	11,982.41
<b>Total Harbor Revenue</b>	15,085.91
<b>Humphrey Road Revenue</b>	
Daily Parking Fees-Humphrey Rd	4,483.35
Permit Fees - Humphrey Rd	1,844.48
<b>Total Humphrey Road Revenue</b>	6,327.83
<b>Miscellaneous Income</b>	810.44
<b>Possession Park Revenue</b>	
Donations - Possession Park	20.00
Parking Fees - Possession	10.00
Rental of Residence - Poss Pk	1,530.00
<b>Total Possession Park Revenue</b>	1,560.00
<b>Total Income</b>	32,669.93
<b>Gross Profit</b>	32,669.93
<b>Expense</b>	
<b>Administration</b>	
Admin/Accounting Wages	4,905.18
Administrative Payroll Taxes	3,061.94
<b>Commissioners' Salaries</b>	1,080.00
<b>Employee Fringe Benefits</b>	4,200.00
<b>Employee IRA Matching</b>	147.16
<b>Executive Director Salary</b>	8,750.00
<b>FMLA &amp; CARES Payroll Taxes</b>	2,210.99
<b>Labor &amp; Industries Taxes</b>	5,458.94
<b>Maintenance Manager Wages</b>	5,077.60
<b>Maintenance Tech 1 Wages</b>	4,032.00
<b>Maintenance Tech 2 Wages</b>	4,224.00
<b>Ofc. Equip Lease, Purch, Repair</b>	11.50
<b>Office &amp; Facilities Supplies</b>	87.73
<b>Office Telephone &amp; Staff Mobile</b>	701.05
<b>Payroll Taxes - Commissioners</b>	171.15
<b>Per Diem - Commissioners</b>	
Per Diem - Easton	322.00
Per Diem - Gordon	483.00

**Port of South Whidbey**  
**Preliminary Profit & Loss**  
**April 2026**

	Apr 26
Per Diem - Ng	161.00
<b>Total Per Diem - Commissioners</b>	<b>966.00</b>
Port Clerk/Accountant Wages	8,183.91
Port Office Rental	2,575.00
Port Vehicles' Expense	476.31
Travel Exp - Commissioners	
Travel Expense - Easton	0.00
Travel Expense - Gordon	36.25
Travel Expense - Ng	0.00
<b>Total Travel Exp - Commission...</b>	<b>36.25</b>
Travel Expense - Staff	268.79
Website Design & Maintenance	246.34
<b>Total Administration</b>	<b>56,871.84</b>
<b>Bush Point Operations</b>	
Electricity - Bush Pt	83.25
Equipment - Bush Pt	2,125.50
Maint & Repair - Bush Pt	42.38
Materials & Supplies - Bush Pt	1,002.42
Refuse Removal - Bush Pt	81.02
<b>Total Bush Point Operations</b>	<b>3,334.57</b>
<b>Clinton Beach Operations</b>	
Electricity - Clinton Beach	121.34
Materials & Supplies - Clinton	164.76
Refuse Removal - Clinton Beach	140.77
<b>Total Clinton Beach Operations</b>	<b>426.87</b>
<b>Fairgrounds Operations</b>	
Electricity - Fairgrounds	4,106.66
Employee Benefits - Fairgrounds	600.00
Equipment (Purch/Rent/Repair)	1,652.34
Fairgrounds Misc Exp	214.40
FG Director Wages	5,693.60
FG Mktg & Events Coord Wages	2,095.85
Maint & Repair - Fairgrounds	35.94
Maint Wages - Temp Fair	0.00
Materials & Supplies - Fair	795.57
Payroll Taxes - Fairgrounds	693.09
Propane - Fairgrounds	106.84
Refuse Removal - Fairgrounds	206.39
Taxes - Fairgrounds	
B & O Tax - Fair	118.46
Leasehold Tax - Fair	1,195.79
Sales & Lodging Tax	61.90
<b>Total Taxes - Fairgrounds</b>	<b>1,376.15</b>
Telephone & DSL - Fairgrounds	1,193.11
Vehicle Maintenance - Fair	245.82
Water & Sewer - Fairgrounds	900.30
<b>Total Fairgrounds Operations</b>	<b>19,916.06</b>
<b>Humphrey Rd Parking Lot Ops</b>	
Attendant Payroll - Humphrey Rd	520.00
Payroll Taxes - Humphrey Rd	42.80
Taxes - Humphrey Rd	
B & O Taxes - Humphrey Rd	36.37
WSST - Parking	808.67
<b>Total Taxes - Humphrey Rd</b>	<b>845.04</b>

**Port of South Whidbey  
 Preliminary Profit & Loss  
 April 2026**

	Apr 26
Total Humphrey Rd Parking Lot ...	1,407.84
Payroll Expenses	0.00
Possession Beach Park Ops	
Electricity - Possession	854.11
Equip (Purchase/Rent/Repair)	53.42
Maint & Repair - Possession	80.00
Maint. Wages - Possession	190.00
Materials & Suppl - Possession	528.72
Payroll Taxes - Possession	15.64
Refuse Removal - Possession	124.66
Telephone - Possession	39.64
Water System Maint - Poss Pk	150.08
<b>Total Possession Beach Park Ops</b>	<b>2,036.27</b>
South Whidbey Harbor Ops	
Dockhand - Part Time	1,485.00
Electricity - Harbor	2,252.98
Employee Benefits - Harbor	600.00
Equip (Purch/Rent/Repair) SWH	16.39
Harbormaster Wages	4,203.54
Maint & Repair - Harbor	142.00
Materials & Supplies - Harbor	382.13
Payroll Taxes - Harbor	517.14
Refuse Removal - Harbor	302.50
Seasonal Wages - Harbor	0.00
Taxes - Harbor	
Leasehold Tax - Harbor	3,135.74
<b>Total Taxes - Harbor</b>	<b>3,135.74</b>
Telephone & DSL - Harbor	206.33
Water & Sewer - Harbor	765.44
<b>Total South Whidbey Harbor Ops</b>	<b>14,009.19</b>
<b>Total Expense</b>	<b>98,002.64</b>
<b>Net Ordinary Income</b>	<b>-65,332.71</b>
Other Income/Expense	
Other Expense	
Capital Expenditures	
Clinton Dock-Passenger Ferry	7,395.95
<b>Total Capital Expenditures</b>	<b>7,395.95</b>
<b>Total Other Expense</b>	<b>7,395.95</b>
<b>Net Other Income</b>	<b>-7,395.95</b>
<b>Net Income</b>	<b>-72,728.66</b>

## Exhibit A

### Anticipated 2026 Pilot Program Schedule

The anticipated schedule is set to run two round trips and Thursdays and Saturdays, June 4 – August 29, 2026, with the exception of the week of July 4 that will be a no service week. There will be a morning/early afternoon run and an evening run on both days of the week.

The schedule reflects Hat Island Ferry charter and staffing availability, and plans around events and attractions in the Everett and South Whidbey/Langley port communities.

Day of Week	Date	Round Trip 1		Round Trip 2	
		Leave Everett	Leave Langley	Leave Everett	Leave Langley
Thursday	6/4/2026	10:00am	11:00am	6:00pm	7:00pm
Saturday	6/6/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday	6/11/2026	10:00am	11:00am	6:00pm	7:00pm
Saturday	6/13/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday	6/18/2026	10:00am	11:00am	6:00pm	7:00pm
Saturday	6/20/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday	6/25/2026	10:00am	11:00am	6:00pm	7:00pm
Saturday	6/27/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday*	7/9/2026	10:00 AM	11:00am	8:00pm	9:00pm
Thursday*	7/16/2026	10:00 AM	11:00am	8:00pm	9:00pm
Saturday	7/18/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday*	7/23/2026	10:00 AM	11:00am	8:00pm	9:00pm
Thursday*	7/30/2026	10:00 AM	11:00am	8:00pm	9:00pm
Saturday	8/1/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday*	8/6/2026	10:00 AM	11:00am	8:00pm	9:00pm
Thursday*	8/13/2026	10:00 AM	11:00am	8:00pm	9:00pm
Saturday	8/15/2026	10:00am	11:00am	6:00pm	7:00pm
Thursday*	8/20/2026	10:00 AM	11:00am	8:00pm	9:00pm
Thursday*	8/27/2026	10:00 AM	11:00am	8:00pm	9:00pm
Saturday	8/29/2026	10:00am	11:00am	6:00pm	7:00pm

\*Music at the Marina Concert @ Port of Everett

*The schedule is subject to change, as outlined in the MOU and applicable MOU exhibits.*

# April 2026 Operations Report

With the Spring now finally here our priority is to maintain the grounds, while finding time to complete repair and improvement projects. Most of the work the maintenance staff has been doing is our regular cleaning and mowing, however there are a few projects we have been working on and planning in the midst of the landscaping season.

## **Facility Updates:**

### **Clinton Beach:**

We have finished installing our new plants in our effort to revitalize the landscaping design of the park. Weekly landscaping maintenance has been added to our scheduling to accommodate the new spring growth. We will continue to improve the aesthetic of the property through the season.

### **South Whidbey Harbor:**

We have been working to clean and prepare the harbor for a very busy season of boating. Our friends at Whidbey Island Kayaking are up and running in our parking lot. We have met with the Hat Island ferry captain to prepare the outer dock for regular visits as we pursue a passenger only ferry route to Everett in the Summer. Additionally we are preparing some exciting improvements to the entryway of the docks with some exciting cooperation with the South Whidbey Yacht Club.

### **Fairgrounds:**

We have begun our renovation of the Main Bathrooms, and thus far have torn out and removed the old interior of the building. We will continue to make progress with this project through may. The equestrian events at our arena have once again started, giving our maintenance staff plenty to work on. Preparing the fairgrounds for the fair is on the top of our priority list.

### **Possession Beach:**

The floating docks are in place in time for the busy fishing season and the bathrooms have been repainted to service the influx of guests.

Respectfully submitted,

**Christian Tomisser**

*Operations Manager  
Port of South Whidbey*





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## **Fairgrounds Events & Marketing Report Report – April 2026**

### April Events:

Equestrian Events have begun for the season and have included two 4H shows, WWGA events, and HOPE held their annual ride instructor training camp.

Local musician Andre Ferriante held his record release show in the Black Box Theater, and Outcast Productions is in rehearsals for their next play.

### May Events:

May 3<sup>rd</sup> – South Whidbey Yacht Club annual gala

May 9<sup>th</sup> – South Whidbey High School Senior Prom

May 14<sup>th</sup> - South Whidbey Middle School Field Trip with HOPE

May 16<sup>th</sup> – 4H Spring Horse Show

May 23<sup>rd</sup> – 4H Leaders Show

I am working with WICA to help them expand Django Fest and other larger events to our property in the future.

Whidbey Children's Theater is also working on planning a fundraiser event here at the Fairgrounds in October.

Marketing: I've been maintaining the Facebook pages for the Port. We have good interaction and our community is generally positive about the work we've been doing.

I have signed up for a Zoom call on May 8<sup>th</sup> sponsored by the International Venues Manager Association. It is a group of fairground and amphitheater managers who trade ideas, tips, and help each other succeed in new and creative ways.

The Main bathroom has been gutted. We are renting a portable toilet and handwashing station for the SWYC Gala, and SWHS Prom to make sure we have an ADA unit available.

On 4/29 We met with the Fair Manager and an engineer to discuss next steps for the grandstand demo/rebuild.



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## **April Harbormaster Report**

Day Stops: 63  
Overnight: 45  
Reciprocal: 2  
Winter moorage full term: 7  
Winter moorage monthly: 1  
Clubs: 2

### ***Guest service***

We have seen an uptick in both day stops and overnight stays. This month 22 of the 45 reservations were made through Dockwa. We had 23 payments made in the office due to club events, most paid upon arrival. We are pushing everyone towards Dockwa but will continue to take payments in the office as needed.

### ***Community***

We were invited to participate in the Welcome the Whales parade. We provided shuttle service throughout the weekend. Whidbey Watershed Stewards with Pacific Northwest Crab Research group have once again put their crab larva light trap back in the harbor. They will be trapping, counting and releasing the larva through September.

### ***Maintenance***

General maintenance continues daily.

Kathy Myers  
Harbormaster