

**PORT OF POULSBO  
MEETING AGENDA OF  
March 3, 2011**

**1. OPEN MEETING**

**2. OPEN MEETING TO PUBLIC COMMENTS (LIMIT 3 MINUTES)**

**3. COMMISSIONER COMMENTS**

**4. CONSENT AGENDA ITEMS**

(Next Res. 2011-06)

All matters listed within the Consent Agenda have been distributed to each member of the commission for reading and study, are considered to be routine and will be enacted by one motion of the commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by a Commission member or by citizen request.

- A. Approve meeting minutes of February 17, 2011
- B. Warrants: #10661-10678 , P10316-P10326, ACH 3/04/11  
in the amount of \$121,013.03.

**5. OLD BUSINESS ITEMS**

- A. Armory Parking Lot Project – Port Manager
- B. West Poulsbo (DNR) property – Port Manager

**6. NEW BUSINESS ITEMS**

- A. Items for public comments/motions/discussions
- B. Vessel Insurance Discussion
- C. Managers/Maintenance Report – Port Manager

**7. OPEN TO PUBLIC COMMENTS: (LIMIT 3 MINUTES EACH)**

**8. COMMISSIONER COMMENTS**

**9. ADJOURN MEETING**

PORT OF POULSBO  
BOARD MEETING MINUTES  
MARCH 3, 2011  
7:10

ATTENDEES: COMMISSIONER BOCKUS; COMMISSIONER DECARLO; PORT MANAGER, KIRK STICKELS; PORT ACCOUNTANT AND AUDITOR, CAROL TRIPP; PORT ATTORNEY GREGORY NORBUT; PORT SECRETARY, ANDREA NIX.

PUBLIC ATTENDEES WITH COMMENTS: RODNEY MCVICKER, ALLEN HOLM, EDWILLIAMS, DALE JOHNSON, SHEILA MENGERT.

1. Meeting Chairman, Commissioner Bockus opened the meeting at 7:10pm, and invited Public Comments.

PUBLIC COMMENTS:

Kirk Stickels: We have received three emails regarding the issue of insurance, and the public attendees that are here tonight are here to discuss this issue.

Commissioner Bockus: We will discuss those emails and the topic of insurance later in tonight's agenda under New Business Items.

2. Commissioner Bockus invited Commissioner Comments.

COMMISSIONER COMMENTS:

Commissioner DeCarlo: I went to the City Council meeting last night and spoke to Jill. She said she has pretty much gotten things together as far as what property we own around the bathrooms, but she couldn't find a deed showing we owned the property under and around the grid. What she takes from the agreement is that only the grid is ours. So, I suggested that maybe we could get the city to donate that section where the parking lot is, and she said we could look at that.

Commissioner Bockus: I was at the Economic Development meeting and had much the same discussion with her. In light of what the ADA has documented, and that we've been having this discussion for three-four years, it is time to figure it out now so that twenty-five years from now they don't have to go through this arbitration process.

Commissioner DeCarlo: She did say that she found the deed that gives us the bathrooms and about five to six feet around the periphery.

Kirk Stickels: We gave the City the quick deed and surveys, completed by ADA Engineering, which was also accepted but not recorded by the County on their maps. That was the misstep, and how this whole thing got started. It comes down to how

the wording is interpreted now about who owns the land under the grid. The Port feels the grid does include the land.

Commissioner Bockus: Perhaps our attorney should interpret it after he's done some more research on it.

Attorney Greg Norbut: There certainly are forms that are required by the State of Washington regarding property. I will look into it.

Commissioner Bockus: Thank you. I don't think it's a big rush after three years, so we definitely can take our time and do some more research on it.

3. Commissioner Bockus opened discussion of the Consent Agenda Items.

CONSENT AGENDA ITEMS: Motion made and passed to accept Consent Agenda Items, A & B.

4. Commissioner Bockus opened discussion of the Old Business Items.

OLD BUSINESS ITEMS -

A. Armory Parking Lot -

Kirk Stickels: Process continues on. We've been in discussion with our engineer who is designing the plan. He's working on two options, one is a pervious surface, and the other is a non-pervious surface. He's working on those so that we can get a cost analysis. We received word back from the City, after we had a meeting on that, and one surprise was that they are requesting a ten-foot set-back from the sidewalk. I haven't yet talked to the planner who's been assigned to the parking lot to see what negotiation room we have. We were under the impression that it would be a five-foot setback. Based on the plans we have, with a ten-foot setback we would lose one parking spot.

Commissioner DeCarlo - If it's ten feet all the way around, it seems like we would lose more than that.

Kirk Stickels: Based on our plans we had 58 spaces and this would leave us with 57 spaces. I did walk around and look at the other properties on Jensen, and if we were to build a building we could essentially go right out to the sidewalk. The ten-foot setback is essentially for landscaping. There is a different code for buildings and for parking lots. The best bet is, we know what we'd like to do so we need to go back to the Planning Department and see where there's negotiation room.

B. West Poulsbo Property, a DNR owned property -

Kirk Stickels: I'll defer to Greg. Where we left off on that was regarding that clause in the lease about the mineral and other rights, timber, gravel etc., on that property.

Attorney Greg Norbut: It's not limited exclusively to mineral rights. It alludes to other values of the property. So it has to be clearly define before the deed would be provided. Right now it's not sufficient to tell us what our rights would be. My interpretation is that they are trying to reserve the timber rights, and the obvious benefit of this type of investment is that we would have the right to sell the timber. I have a call in to the DNR to determine this. Then we'd have to decide if we want to go ahead with the acquisition if we didn't have the timber rights.

Commissioner Bockus: We still have the question of who owns the access road.

Attorney Greg Norbut: I did a title search, and confirmed that there is no legal access to the property at this time.

Commissioner DeCarlo: There's nothing that shows who put in that existing road or why it's there. There are a half a dozen homes that use that road, but it is across the DNR property.

Attorney Greg Norbut: They had access before the freeway, Highway 3, went in. The freeway isolated a lot of those properties.

Commissioner DeCarlo: So they started using the other road, like a back door.

Attorney Greg Norbut: There is a road there, so it needs to be clarified as to the record and use of it.

Commissioner Bockus: So this is still in negotiation stages and research.

5. Commissioner Bockus opened discussion of New Business Items.

#### NEW BUSINESS ITEMS:

##### A. Vessel Insurance Requirement -

Commissioner Bockus: We brought this up three or four years ago, and what we discussed at that time was that we wanted vessels to have their own insurance, and we wanted the Port to be named as insured on their insurance. We had some public meetings, and we decided after listening to our insurance agents and the public, that we would not go forward at that point. However, since then we have done more research and decided that it is time to have this discussion again. It has been our contention that we, being a public entity and supported by taxpayers of our area, are leave ourselves, and the taxpayers, open to some serious liability. We just recently dodged a bullet. We had a vessel that exploded. It was a propane explosion, and very luckily there wasn't any damage except for to that boat. However, the possibility of

other damage, to adjacent boats or the dock existed, and if it had been a bigger boat, or it was tied more securely to the dock, or if there was a vessel nearby and it was a bigger fire, who would pay for those damages if the owner of the vessel couldn't afford to? What would the outcome be? I strongly believe that, as a public entity supported by tax dollars, we may be the one's seen as having "deep-pockets", and held liable or at least pulled into court to be possibly held liable. So, here we are. We have brought this up for another public discussion.

Commissioner DeCarlo: It is strictly liability that we are looking at. If you want to carry full coverage on your boat that's your business, but we are only considering the requirement that vessels have liability insurance.

Commissioner Bockus: Our staff has done some other research on this, and we found that out of 21 ports in the study only two don't require any type of insurance.

5. Commissioner Bockus called for Public Comments on New Business Item A, Liability Insurance Requirements.

#### PUBLIC COMMENTS

Ed Williams: This is third time it has come up. We talked then about the only place it would hurt the Port is if the dock was damaged and it wasn't rentable, so they would lose out on that income.

Commissioner Bockus: But if the adjacent boats were damaged the only avenue of recourse would be to go through the Port.

Commissioner DeCarlo: What would you do? Would you come after the Port?

Rodney McVicker: The question is: Can they come after the Port?

Commissioner DeCarlo: I can't answer that question because that would be up to the courts.

Commissioner Bockus: And I'm not sure we even want to go there because of the possibility of it going against us.

Rodney McVicker: What I'm saying is that you're worried about liability but you haven't established if that worry is valid or not. If there were a court case where a Port was held liable than that would establish a precedent, that's public record, and that's how all other cases are going to go.

Commissioner DeCarlo: Well, I guess we ought to talk to the marina in Seattle quite a few boats were damaged in a fire at the Seattle Yacht Club..

Commissioner Bockus: And also Gig Harbor.

Attorney Greg Norbut: I don't think it's a question of precedence, I think it's an issue associated with litigation in general. An individual can file a lawsuit against another individual, and unless it's a frivolous lawsuit it's not going to be dismissed. The issue is really a question of negligence, whether or not the Port has breached some type of duty. With our lease agreement we do have provisions that basically say that tenants mooring space in the marina will hold the Port harmless of all liability with regards to the use of that slip. That's the standard. The question, though, is whether the Port has neglected to do something by way of an omission or affirmatively done something, perhaps created a short in the electrical current. Maybe the short is caused because of the electronic components associated in the vessel in the slip. So, I don't think any of us are in a position to conclude whether or not liability is going to be imposed in an abstract sense. You have to deal with that on a case-by-case basis. Even if there were not an actual basis for the lawsuit, as an effort to error on the side of caution, many plaintiffs would be involving not only someone who they thought was actually responsible for the damage, but they would also be looking to the Port as possessor of land. What's interesting about that is the duty that's imposed upon the possessor of land is define by the nature of the person coming onto the property, whether or not they are a trespasser, a licensee, or an invitee. There are certain responsibilities that the Port has as a landlord. An example is Walmart, which has been sued by people who were injured in their parking lot. When you have examples like Walmart, I think it is very easy to see why the Port is concerned with liability about damage that occurs within the Port itself.

Steve Spleen: Would that be similar to the landlord of an apartment building requiring tenants to have insurance? If someone who smoked caused a fire, and it burns down everyone's apartments, the owner would have insurance to protect his losses. But I can't see that the person who was next door to the one burning having any recourse from the landlord to cover his damages, unless there's was some kind of, like you say, fire hazard caused by the landlord. I am leery of having to have this insurance before you establish that there is a liability for the Port.

Commissioner Bockus: A comparable would be your vehicle, your car. The government requires that you have insurance to show your financial responsibility, and I think that is what it's coming down to- this is a vehicle that's being stored on the water.

Rodney McVicker: Let the government do it then. I mean, if you have an accident they're not suing the state they're suing the other guy.

Commissioner Bockus: That's not entirely true. There are instances where the government has been sued for accidents that have occurred. Whether it is a pothole or something else.

Rodney McVicker: Not because of what the other driver did though.

Attorney Greg Norbut: The concern would be proving liability. When we think of highway design issues, when the damaged was not at fault, there is imposed what's referred to as Joint and Several Liability. That means that the individual who's been damaged can go after the Port for the full amount, and then it's up to the Port to go after the individual who caused the damage. So the amount of exposure that a governmental entity can be subjected to is phenomenal when you are dealing with Joint and Several Liability. I would note that the only time that applies, after Court Reform of 1986, is when we have a faultless plaintiff, someone who has not contributed to the damage that they have sustained themselves.

Sheila Mengert: I think the best way to get clarity is to understand the Port's legitimate concern for its desire to make sure that it is not going to be held liable at the public's expense. Certainly, if there was some negligence on the Port's part it could be held liable, but could the Port be held strictly liable should it fail to mandate insurance? Since every other Port but two has required insurance has that set a standard, so that if the Port does not mandate it, it is negligent? Is that the case?

Attorney Greg Norbut: That's very simple. Strict liability is imposed only under certain circumstances in the State of Washington. For example, the individual who is utilizing explosives is going to be strictly liable. What that means is all you have to do is establish damages in order to impose Strict Liability. So, for the Port, there is no strict liability.

Sheila Mengert: So, the Port is not obligated to impose this insurance requirement. So now we have to ask, should the Port do it? What is the level of its protection by its own insurance right now?

Attorney Greg Norbut: The port is involved in an insurance pool. It's a self-insurance program that all Port's participate in. I can't give you an answer as to how much liability insurance the Port does have. With a pool there isn't a limit like you would normally have in a policy.

Sheila Mengert: So there is some concern that Port would automatically be sued, I would question that. That sounds to me like a frivolous lawsuit. If the Port has no negligence there would be no basis for a suit. Is there likelihood that the Port would be sued, and wouldn't it be dismissed right away?

Attorney Greg Norbut: Yes it is possible, and no I don't think it would be dismissed.

Commissioner DeCarlo: Port's been involved in a couple of lawsuits, and usually our insurance pool's settles because it would cost us more in attorney's fees. What happens then, is that our insurance goes up - not everyone's in the pool, but only ours.

Sheila Mengert: It's possible that someone allows their insurance to lapse, then you are still the deep-pockets. So now you would have a constant policing function to make sure everyone is up to date on their insurance.

Commissioner Bockus: Yes, there is going to be some hardship for some people in requiring that everyone have insurance. Whether we have direct liability or not, I think the possibility is there that the Port is going to be held accountable for damages incurred by someone uninsured and without funds to cover damages caused by them.

Dale Johnson: I have full coverage. Why would the Port need to be named insured?

Commissioner Bockus: That is not a part of our discussion now. We are not asking that the Port be named insured. As far as policing the insurance, that would be up to staff. Yes, I think we would be negligent now that the possibility has been brought to our attention. If we were not to act on it, that would show negligence on our part.

Allen Holm: I'm concerned that I don't have an uninsurable boat. I'm going to have to go anchor out in the harbor. Could we have a kitty?

Ed Williams: Another question I have is about the transient moorages. Are you going to require weekenders to have insurance too?

Carol Tripp: Other Port's that do require insurance, as an example, require it if a vessel is to stay 30 days or longer.

Kirk Stickels: Along with what Ed is saying, are we going to require insurance for people renting this room? What about the boathouses, are people going to have to insure the structure as well as their boat? There's the commercial activity as far as the boat rentals, the Parks and Recreation district. The fishing vessels have their own insurance. Regarding the transiting vessels, I know that we've experienced some smaller damage by vessels that have been here less than 30 days. So there's a whole gambit of insurance coverage out there that we have to address. I recommend that in as much as the Port has a known exposure with the existing fleet, they be "grandfathered" and that all new Port tenants be required to show proof of insurance.

Attorney Greg Norbut: I just want to note that all the other Ports were requiring \$300,000 in liability.

Commissioner Bockus: Thank you for your input tonight. Discussion has been duly recorded, and we will take it all under advisement. This discussion has been tabled for now, until three commissioners are present during the meeting of April 7 or 21.

B., Part 1. MANAGER'S MAINTENANCE REPORT:

Kirk Stickels: The primary focus over the last couple of weeks has been the timely finish of D dock. The contractors were held up on materials, so it was about a week behind schedule, but we've completed it in time for the first fishing vessel, Evening Star, to be able to utilize it before leaving for the season. Also we had a long discussion with the telephone company about beginning to disconnect and rerun the circuits that used to run out that dock. They are disconnecting back at the pole, and businesses in that bundle are beginning to reroute from back at the pole. The total cost for the D dock replacement is \$88,000. We had budgeted \$45,000 and estimated that that would be doubled after we opened it and found the extent of the damage. So the final cost is about double, which is what we anticipated.

Commissioner Bockus: Regarding the four feet walkway around the restaurant, has the owner been notified?

Kirk Stickels: Yes, we explained how we calculated his portion as it shows on the invoice.

Commissioner Bockus: And he was notified prior, that his portion was also being repaired?

Kirk Stickels: Yes.

Kirk Stickels: 2.) While we had the barge with the crane on it here we took advantage of it to raise the vessel that sank on D dock from a propane explosion. All the bills are in from that project, and we'll submit them to the State's derelict vessel program, which operates under the Department of Natural Resources. It's a 90/10 split. Ninety percent of the cost will be reimbursed to the Port by the State, and ten percent is the responsibility of the owner of the vessel. The total cost there is approximately \$17,000, that's for raising the vessel, removal, crushing and disposal, dive services, and disposal of hazardous waste. 3.) We have been in contact with, both, the owner of the vessel LaVingro and the owner of the Farmboat operation. From both of them we have requested at least an outline of their schedules and requirements. I didn't receive those in time for this meeting, but I think that I should have them in time for the next meeting. In both cases, the individuals have indicated that they'd be able to attend the meeting.

Commissioner Bockus: Will you be in touch with them for the Economic Development with the City meeting on the 23<sup>rd</sup>? The City is very interested in this, and they have set some time aside during that meeting for the Farmboats farmers market.

Kirk Stickels: Yes. I'll make that contact and invite them both. 4.) The maintenance crew has attended their annual HazWhopper refresher course today for hazardous materials. We have finished up the power pedestal installations on C Dock. We have also begun doing some additional testing on our equipment and will begin checking our own electrical distribution system. The newest part of the Port is already forty

years old, so what we're interested in is validating our own system from the first transformer to the next and so on. We recognize that it's a pretty massive job, but it has never been done. There's a lot of movement in these docks, and a potentiality for chaff and wear. It's not something we are going to do every year, but we'll set it up and phase our way through the system.

B., Part 2. ACCOUNTANT'S REPORT:

Carol Tripp: 1.) In my conversation with the Park's Department I found out that there are funds available to get a portable pump-out and two additional stationary pump-outs.

Commissioner DeCarlo: Where are we going to put the stationeries?

Kirk Stickels: One stationary will replace the existing stationary and the other will go on C dock.

Carol Tripp: 2.) We have a vessel that has come up for auction. It's a vessel that was previously in auction, but the owner is unable to pay for moorage. I'll draft the paperwork for that. The other update is for the vessel that's moored in the guest docks. That file has been forwarded to the prosecuting attorney, and hopefully within two weeks we should hear something back from them regarding a court order to get the title straightened out. I'll give them a call in a couple weeks. 3.) I need to get approval from the board because cost of removing the sunken boat is over a \$1000. The total expenditures came to \$17,751.74. We are hoping to get a 90% match from the State. If we get the full amount, that would be \$15,976.57. The Port's responsibility would \$1,775.17. That amount will be billed to the individual, but because the individual is on disability and has limited funds she is not able to pay. If that goes to a collection agency, we're going to be very limited and I think we're going to be getting a very small amount of money. So because this is more than \$1000, and it is something that's not in the budget, and is an unusual expenditure, I do ask that the Board approve those expenditures. Also, with this additional bill added to her account, this individual owes us a total of \$2,395.80. She's called the office, and said she can't pay it all. We cannot do a payment plan. This money coming back to us is going to be very slow. In addition to that we will also have the Rodman boat that will be coming up for auction. So, I haven't written the checks yet, it is the Board's decision to make.

Kirk Stickels: We contacted the derelict vessel program. The program coordinator has been on vacation but is back today. We'll contact tomorrow and submit all the paperwork to their office. Along these lines, there are stricter derelict vessels laws coming into discussions. Whether they'll be approved or not hasn't been determined yet.

Carol Tripp: 4.) Lastly, we have an audit next week with the Department of Revenue. They come in every three years, and the State comes in every two years.

Commissioner DeCarlo: We will consider a motion to pay for this.

6.) Commissioner Bockus called for more Public Comments.

PUBLIC COMMENTS:

Steve Spleen: I appreciate that the dock has been repaired, and that it's been done right this time. Also, that the maintenance is checking the stray current. 30 years ago we used to put a dip net in the water and get a curly hair, so thank the Port staff. Their work is appreciated.


Rodney McVicker: I agree with Steve. I feel the same way.

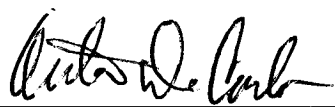
Commissioner Bockus: Thank you. The kudos go to our staff.

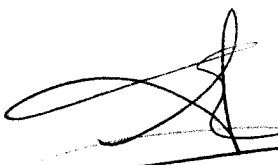
7. Commissioner Bockus entertained a motion to adjourn the meeting.


Commissioner DeCarlo made the motion to adjourn the meeting.

PORT OF POULSBO BOARD MEETING FOR MARCH 3, 2011 ADJOURNED AT 9:20PM.

  
\_\_\_\_\_  
Commissioner Bockus

  
\_\_\_\_\_  
Commissioner DeCarlo

  
\_\_\_\_\_  
Port Secretary

  
\_\_\_\_\_  
Commissioner Gilbert

PORT OF POULSBO

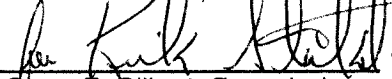
PAYMENT VOUCHER

Post Office Box 732  
Poulsbo, WA 98370

Kitsap County, WA March 18, 2011

We, the undersigned Board of Commissioners of the Port of Poulsbo, Kitsap County, Washington do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of \$2,591.04 and from the General Fund, this 18th day of March 2011.

  
Antonio DeCarlo, Commissioner

  
Glenn E. Gilbert, Commissioner

  
Arnold Bockus, Commissioner

ATTEST:   
Andrea Nix, Recording Secretary

Voucher #	Claimant	Amount
ACH 03/18/11	US Treasury/Financial Agent	\$2,591.04
	TOTAL	<b>\$2,591.04</b>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, the labor performed, or the expense incurred as described herein and that the claim is a just, due and unpaid obligation against the Port of Poulsbo and that I am authorized to authenticate and certify to said claim.

  
Port Auditor

~~~ ACH ~~~

PORT OF POULSBO

PAYMENT VOUCHER


Post Office Box 732  
Poulsbo, WA 98370

Kitsap County, WA

March 18, 2011

We, the undersigned Board of Commissioners of the Port of Poulsbo, Kitsap County, Washington do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of \$8,620.63 and from the General Fund, this 18th day of March 2011.

  
Antonio DeCarlo, Commissioner

  
Glenn E. Gilbert, Commissioner

  
Arnold Bockus, Commissioner

ATTEST:

  
Andrea Nix, Recording Secretary

| Voucher # | Claimant         | Amount            |
|-----------|------------------|-------------------|
| P10327    | Kirk Stickels    | \$1,494.82        |
| P10328    | Richard Stice    | \$1,484.95        |
| P10329    | Brady Miller     | \$1,160.48        |
| P10330    | Jannese Petersen | \$1,044.16        |
| P10331    | Carol Tripp      | \$1,649.62        |
| P10332    | Melanie Winnett  | \$1,106.51        |
| P10333    | Charles Schmidt  | \$462.19          |
| P10334    | Jonathan Davis   | \$217.90          |
| TOTAL     |                  | <b>\$8,620.63</b> |

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, the labor performed, or the expense incurred as described herein and that the claim is a just, due and unpaid obligation against the Port of Poulsbo and that I am authorized to authenticate and certify to said claim.

  
Port Auditor

~~~DIRECT DEPOSIT ADVICES~~~

**PORT OF POULSBO**

PAYMENT VOUCHER

Post Office Box 732  
Poulsbo, WA 98370

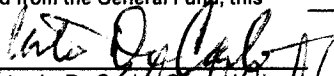
Kitsap County, WA

March 18, 2011

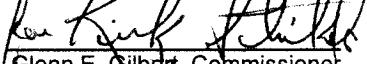
We, the undersigned Board of Commissioners of the Port of Poulsbo, Kitsap County, Washington do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of


\$49,183.45

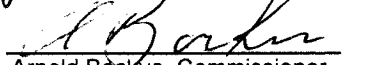
and from the General Fund, this 18th day of March 2011.

  
Antonio DeCarlo, Commissioner

ATTEST:

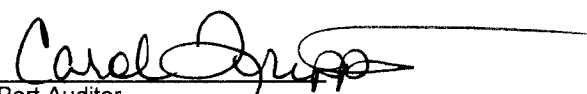
  
Glenn E. Gilbert, Commissioner

  
Andrea Nix, Recording Secretary

  
Arnold Boekus, Commissioner

| Voucher #    | Claimant                       | Amount             |
|--------------|--------------------------------|--------------------|
| 10679        | AT & T                         | 73.35              |
| 10680        | Bainbridge Disposal Inc        | 107.76             |
| 10681        | Bank of America                | 607.68             |
| 10682        | Coast & Harbor Engineering     | 808.89             |
| 10683        | Coast to Coast Hardware        | 9.54               |
| 10684        | Ferguson Enterprises, Inc      | 86.05              |
| 10685        | Fire One, Inc.                 | 105.00             |
| 10686        | Fisheries Supply               | 246.69             |
| 10687        | James Lumber & Ace Hardware    | 42.84              |
| 10688        | Martin J. Stickels             | 1,081.64           |
| 10689        | Loran Enterprises              | 200.00             |
| 10690        | NAPA/Westbay Auto Parts        | 48.86              |
| 10691        | Olympic Springs, Inc.          | 10.81              |
| 10692        | Port of Bremerton              | 350.00             |
| 10693        | Regence Blueshield             | 10,470.26          |
| 10694        | Reliable Dive Service          | 814.50             |
| 10695        | Staples Advantage              | 146.89             |
| 10696        | Thompson Pile Driving Co, Inc. | 16,290.00          |
| 10697        | Verizon Wireless               | 186.65             |
| 10698        | William Fast                   | 7,425.00           |
| 10699        | WA State Department of Revenue | 1,738.51           |
| 10700        | CenturyLink                    | 379.97             |
| 10701        | Puget Sound Energy             | 7,056.21           |
| 10702        | Don MacLeod                    | 285.00             |
| 10703        | Robert Blackwell               | 273.85             |
| 10704        | Reid Brown                     | 337.50             |
| <b>TOTAL</b> |                                | <b>\$49,183.45</b> |

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, the labor performed, or the expense incurred as described herein and that the claim is a just, due and unpaid obligation against the Port of Poulsbo and that I am authorized to authenticate and certify to said claim.

  
Port Auditor

**PORT OF POULSBO**  
**KITSAP COUNTY, WASHINGTON**  
**RESOLUTION NO. 2011-06**  
**DATED: MARCH 14, 2011**

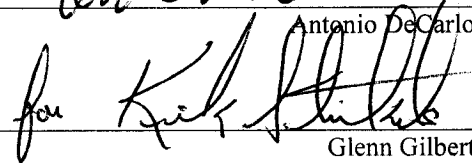
**A RESOLUTION** of the Board of Commissioners, Port of Poulsbo, in Washington State, allowing the Port Manager to auction off the 34-foot 1967 Fairline (wooden model) Powerboat (WN – 4648JC) to the highest bidder for cash per RCW 53-08-320.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners, Port of Poulsbo that the Port Manager will be allowed to auction off the 34-foot 1967 Fairline (wooden model) Powerboat (WN – 4648JC) to the highest bidder for cash per RCW 53-08-320.

**ADOPTED** by the Board of Commissioners of the Port of Poulsbo at the regular public meeting thereof held this 17th day of March 2011 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof.

  
\_\_\_\_\_  
Arnold Bockus, President and Commissioner

  
\_\_\_\_\_  
Antonio DeCarlo, Commissioner

  
\_\_\_\_\_  
Glenn Gilbert, Commissioner

ATTEST:

  
\_\_\_\_\_  
Andrea Nix, Recording Secretary

# 362328  
LEWIS  
MOORAGE

# Schooner Lavengro

*The Official Tall Ship of Kitsap County*

## Presentation to the Port of Poulsbo

March 17, 2011

**Background:** The Schooner Lavengro is a wooden, gaff rigged schooner that was launched in 1927. She was built as a family yacht, but saw shore patrol duty in WWII and sailed for many years in Hawaii and beyond. She now belongs to the Northwest Schooner Society, a 501c3 charitable organization, and is operated by the Kitsap Schooner Committee, which is part of the NWSS.

**Mission:** The KSC goals are to:

- A. Provide educational sailing experiences and programs to school children, families, and individuals of all ages, especially among under-served populations.
- B. Encourage the preservation of the sailing heritage of Kitsap County and the Salish Sea.
- C. Develop training and character-building experiences for volunteers, the community, and at-risk young adults.
- D. Manage, fund, operate, and maintain the Schooner Lavengro in Kitsap County to support these goals.

**Activities:** To further the mission of the Lavengro, the KSC participates in the:

- A. Tours and sailings for science classes. We would like to expand this program and perhaps work in cooperation with the Marine Science Center if we are moored here in Poulsbo.
- B. We provide free tours of the boat at various festivals around Kitsap and beyond. We will be participating in the Viking Festival (if we can get dock space), the Kitsap Harbor Festival, July 4<sup>th</sup> in Winslow, and the annual Wooden Boat Festival in Port Townsend.
- C. At least once a month we offer a free public sail, usually on Sunday nights. Currently we are limited to 6 passengers, but when we get our COI, we can go as high as about 24, but will probably keep it somewhat lower for insurance and comfort of the passengers.
- D. Special cruises and charters to help raise money for the boat's maintenance.
- E. Sail training for volunteers of all ages. Volunteers need no sailing experience. We ask that they work on maintenance activities and in exchange we train them on sailing the Lavengro and they can participate as crew. The more you work, the more you get to sail.

**Current Status:** The Lavengro is undergoing extensive refitting to qualify for its COI. It previously had a COI, but unfortunately it was allowed to lapse. Work on the engine and electrical system is nearly complete. We are working through charts, logs, and other paperwork. Later this month or early April, she will go into dry dock in Anacortes to have some ribs replaced. The COI inspection will be scheduled as soon as she comes out of dry dock.

**Port of Poulsbo:** We would like to have the Port of Poulsbo as our base of operations because we feel it would give us greater visibility to the community which allows us to better fulfill our goals and recruit volunteers. We are asking for hosted moorage because we feel that we that we can be a valuable partner to the Port in contributing to the local economy and the quality of life in Poulsbo. Through our free sails, classroom-on-the-water program, and volunteer training, we provide education and activities for the general public, but especially for at risk students. All of our paid activities are priced to just defray the cost of maintaining the boat which make them available to everyone and draw many people, both volunteers and passengers, to the Port area. This helps support the other businesses in the Port.

**2011  
CAPITAL PROJECTS STATUS REPORT**

| Location      | Project Description                   | Completion Date |            | Original Budget      | Actual Costs to Date | Outstanding Purchase Orders | Estimated Completion Costs | Total Project Cost   | (Over) Under Budget       |
|---------------|---------------------------------------|-----------------|------------|----------------------|----------------------|-----------------------------|----------------------------|----------------------|---------------------------|
|               |                                       | A=Actual        | E=Expected |                      |                      |                             |                            |                      |                           |
| Gen - Port    | "C" Dock Landing/Util Relocate        | E               | 3/31/2011  | \$ 55,000.00         |                      |                             |                            | 0.00                 | \$ 55,000.00 <sup>2</sup> |
|               | Wood Wharf Repairs                    | E               | 3/31/2011  | 45,000.00            | 92,330.57            |                             |                            | 92,330.57            | (47,330.57)               |
|               | ✓ Sewer Connect                       | E               | 3/31/2011  | 18,000.00            |                      |                             |                            | 0.00                 | 18,000.00 <sup>1</sup>    |
|               | C Dock End Rebuild                    | E               | 6/30/2011  | 53,000.00            |                      |                             |                            | 0.00                 | 53,000.00                 |
|               | Shoreline Restoration Phase I & II    | E               | 9/30/2011  | 25,000.00            |                      |                             |                            | 0.00                 | 25,000.00                 |
|               | Armory Parking Lot Restoration        | E               | 4/1/2011   | 101,317.00           |                      |                             |                            | 0.00                 | 101,317.00                |
|               | Waterline Upgrades                    | E               | 7/1/2011   | 120,000.00           | 73,250.89            |                             |                            | 73,250.89            | 46,749.11                 |
|               | DNR - Land Purchase                   | E               | 6/30/2011  | 30,000.00            |                      |                             |                            | 0.00                 | 30,000.00                 |
| Liberty Park  | <b>No Projects Scheduled for 2011</b> |                 |            |                      |                      |                             |                            |                      |                           |
|               | Contingency Fund                      | E               | 12/31/2011 | 20,000.00            | 28,119.63            |                             |                            | 28,119.63            | (8,119.63)                |
| <b>TOTALS</b> |                                       |                 |            | <b>\$ 467,317.00</b> | <b>\$ 193,701.09</b> | <b>\$ -</b>                 | <b>\$ -</b>                | <b>\$ 193,701.09</b> | <b>\$ 273,615.91</b>      |

**\*\*\*Projects may be modified, delayed or deferred depending on the availability and amount of funds\*\*\***

NOTES: <sup>1</sup> Move this amount to 'C' Dock Landing Project  
<sup>2</sup> Move this project out to June 2011



## “Poulsbo Floating Market” Draft Proposal to the Port of Poulsbo

The purpose of this proposal is to present a mutually beneficial relationship between Northwest Schooner Society (with their historic sailing vessel “Lavengro”) and the Port of Poulsbo by which the port and adjoining communities will benefit.

Northwest Schooner Society (NWSS) is a non-profit 501(c)3 organization who’s mission, in part, is to preserve and share maritime history through the operation of historic sailing vessels.

NWSS desires to re-locate the Lavengro to the Port of Poulsbo as a base of operation and for the purposes of public education and entertainment activities. The Lavengro has recently achieved recognition as the official tallship of Kitsap County and will be maintained in a traditional manner.

The Lavengro plans to be traveling weekly between Poulsbo, Edmonds, Seattle and Bainbridge Island transporting and selling local farm produce, packaged foods and crafts at dockside markets. It is anticipated that the vessel will be loaded on Tuesday evenings with cargo destined for Edmonds and Seattle. Departing Wednesday mornings from Poulsbo, the Lavengro will return on Friday afternoons for an open public market as well as to make bulk deliveries to local restaurants and shops.

Farmboat will assist NWSS in planning, organizing and promoting the Poulsbo Floating Market via various media channels.

**About Farmboat:** Farmboat is an organization which partners with nonprofit maritime heritage organizations to facilitate authentic floating farmers market events at publicly accessible waterfront wharfs.

The mission of Farmboat is to foster inter-county trade of locally produced foods and crafts over water just as it was done a century ago by restoring traditional maritime trade routes. Utilizing preserved historic vessels, the Farmboat Floating Markets program actively demonstrates and conveys knowledge about local maritime heritage while connecting people to sustainable healthy local foods and other resources.

Farmboat Floating Markets are designed to be visually and intellectually appealing to the general public. Those with interest in the sea, history, foods and local culture are drawn to these unique market events. Authentic Farmboat Floating Markets add intrinsic value to ports as they provide a focal point of activity and entertainment— translating to more visitors to support local businesses.

**Proposal Request:** Farmboat and Northwest Schooner Society request that the Port of Poulsbo provide no-cost moorage and market dock space to accommodate the Lavengro.

**Vessel Details:**

Vessel Name: LAVENGRO  
USCG Doc. No.: 225679  
Vessel Service: PASSENGER (UNINSPECTED) IMO Number: \*  
Trade Indicator: Coastwise Unrestricted, Recreational  
Call Sign: WDA9015  
Hull Material: WOOD  
Hull Number: \*  
Ship Builder: J.D. COVACEVICH  
Year Built: 1926  
Documented Length (ft.): 37  
(Sparred Length): 63 feet  
(Length on Deck): 48 feet  
Hailing Port: SEATTLE WA  
Depth (ft.): 4.9  
Owner: NORTHWEST SCHOONER SOCIETY PO BOX 75421  
SEATTLE, WA 98125  
Hull Breadth (ft.): 14.4  
Gross Tonnage: 15  
Net Tonnage: 10  
Propulsion: Single Diesel Engine

## Market Information:

**Types of products offered:** Locally sourced non-refrigerated farm produce, commercially processed and packaged food products and select local craft merchandise and crafting materials.

**Market Schedule:** Weekly from April through October every Friday from 4:00PM to 7:00PM.

**Weather Contingencies:** In the event of inclement/adverse weather, the floating market may be postponed or cancelled at the discretion of the vessels master at anytime. Best effort communication with market patrons will done through e-mail notices and schedule postings at farmboat.org

**Market Operation:** The Poulsbo Floating Market will be conducted by the master of the vessel. The cargo is purchased and owned by the vessel operator. All transactions aboard the Lavengro will be made with the ship's operators (Northwest Schooner Society).

**Maritime Heritage Education:** The Lavengro is a traditional shallow draft cargo sailing vessel similar to the ships that sailed the waters of Puget Sound from the mid 1800's through the turn of the 20th century. Although she was originally launched in Biloxi, Mississippi, her lines and construction techniques have the same Eastern Mediterranean origins as Pacific Northwest boat building. Visitors will be welcome aboard during market hours to tour the decks and learn about the Lavengro and Northwest maritime lore.

**Loading and Off-loading of Freight:** The Lavengro may at times load freight destined for other ports or deliver case goods to local wholesale buyers such as restaurants and stores. All freight will be hand-carried or manually carted between the vessel and upland parking lot.

**Cruise Passenger Boarding:** The Lavengro may at times board passengers for other ports or disembark passengers emanating from other ports on the basis of private group charters or individual adventure excursions. The Lavengro will not be providing a scheduled ferry service in conflict with state regulations.

## Project Contacts:

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ATT00007.txt

Capt. David Petrich  
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