



**PORT OF GUAM**

ATURIDAT I PUETTON GUAHAN

**Jose D. Leon Guerrero Commercial Port**

1026 Cabras Highway, Suite 201, Piti, Guam 96925

Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445

Website: [www.portguam.com](http://www.portguam.com)



Lourdes A. Leon Guerrero  
Governor of Guam

Joshua F. Tenorio  
Lieutenant Governor

REGULAR MEETING OF THE BOARD OF DIRECTORS

Jose D. Leon Guerrero Commercial Port

Tuesday, August 30, 2022

*(Due to technical difficulties, this is a rescheduled meeting of August 25, 2022)*

Virtual Board Meeting

3:00 p.m.

A G E N D A

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
  1. July 14, 2022 – Regular Board Meeting
- III. PUBLIC COMMENTS:
  - a. Public Comments
  - b. Employee Comments
  - c. PAGGMA Association
- IV. GENERAL MANAGER'S REPORT (deferred to Old/New Business Items)
- V. OLD BUSINESS
- VI. NEW BUSINESS
  1. Adoption of Resolution No. 2022-16 Relative to honoring the life and service of Port Authority of Guam employee Justin A. Candoleta and extending our heartfelt deep sympathy and condolences to the bereaved family members
  2. Fiscal Year 2023 Proposed Budget
  3. Adoption of Lease Agreement KALS Corporation
  4. Adoption of Rules of Engagement: Collective Bargaining Agreement Negotiation Rules between Port Authority Police Division and Guam Federation of Teachers
- VII. ADJOURNMENT



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**MINUTES OF THE  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Thursday, July 14, 2022**

**I. CALL TO ORDER**

There being a quorum, the regular meeting of the Board of Directors was called to order at 3:05 p.m., Thursday, July 14, 2022. Present at the meeting were:

Francisco G. Santos, Chairman  
Dorothy P. Harris, Vice Chairperson  
Dr. Judith P. Guthertz, Board Secretary  
Conchita S.N. Taitano, Board Member  
Rory J. Respicio, General Manager  
Dominic G. Muna, Deputy General Manager, Operations  
Luis R. Baza, Deputy General Manager, Admin/Finance  
Atty. Christine K. Claveria, Port Counsel

Also present was Port Staff.

**II. APPROVAL OF MINUTES**

a. **June 16, 2022 – Regular Board Meeting:** Director Guthertz made motion to approve the minutes of June 16, 2022, subject to correction. The motion was seconded by Director Taitano and was unanimously passed.

**III. PUBLIC COMMENTS**

- a. **Public Comments:** None.
- b. **Employee Comments:** None.

c. **PAGGMA Association:** PAGGMA Vice President Steve Muna mentioned that the association is working on the liberation day logistics, coordination and planning at the Hagatna Marina. He welcomed all to join in the liberation festivities on Thursday, July 21. Extended invites were made to Port tenants. The General Manager added that there are eleven slots of port property along the liberation parade route next to the Hagatna marina. To ensure fairness, a lottery selection was made by way of application of port employees expressing interest in obtaining a permit for those available slots. The Vice Chairperson recalled that as a Port sponsor of the 78<sup>th</sup> Guam Liberation Day, there is also one prime spot reserved for the Port that is available. The General Manager replied positively.



#### IV. GENERAL MANAGER'S REPORT

1. **Moody's Issues Baa2 Credit Rating for Second Year in a Row.** On June 20, 2022, we received positive financial news as Moody's Investors Service (MIS) issued a Baa2 credit rating for FY 2021. This rating was based on the Port's credit strengths for the fiscal year. Moody's report highlighted the following:

- The Port's credit is supported by a very stable revenue profile. The stable outlook reflects our expectation that operating revenue will remain healthy and continue to support solid debt service coverage and liquidity levels," said the report released by Moody's.
- The Port derives credit strength for its role as the sole commercial port in Guam. Although the coronavirus pandemic has had deleterious effects on the island's economy, the port's financial profile remains solid, with stable operating revenue supporting sound levels of debt service coverage (2.0x in fiscal 2021) and liquidity (361 days cash on hand).
- Despite the extremely negative effects of the coronavirus pandemic that effectively closed the island's tourism economy, the port's operating revenue in 2020 and 2021 were \$54.6 million and \$55.1 million, respectively - in line with the \$54.0 million average since 2016. And,
- The debt service coverage for the Port is solid and expected to remain around 2X on the net revenue basis. The scorecard-indicated outcome for the Port Authority of Guam for FY 2021 is A3, which is above the assigned rating of Baa2 for FY 2020.

The upgrading of the Port's 2018 Revenue Bond affirms that we have been on target with the directives put in place by Governor Lou Leon Guerrero, Lt. Governor Josh Tenorio, Board Chairman Frank Santos, and our Board. This news, along with the Port's low-risk designation over the past three years, brings us the credibility needed to seek funding to replace the Port's aging gantry cranes, rehabilitate the wharves to ensure resiliency, and replace our aging facilities, so that the Port does not become a choke point for discharging and deploying military assets and commodities, in addition to our charge to keeping the Port 100% operational at all times.

2. **Summer Interns Take Emotional EQ Webinar.** The Port's summer interns have completed the Government of Guam's EQ Webinar, a practice of emotional wellness, presented by the Guam Behavioral Health and Wellness Center (GBHWC). Thirty-three (33) of thirty-five (35) interns partook in the webinar for a total of 94% participation. Administrative leave for one (1) hour is offered to all Government of Guam employees who opt to participate.

Acting Governor Josh Tenorio, Judiciary of Guam Chief Justice Philip Carbullido, and Director Therese Arriola from the Guam Behavioral Health and Wellness Center (GBHWC) collaborated on this project and made this webinar available free to all Government of Guam employees. The Port's summer interns also took part in this webinar training. This webinar



seeks to reduce the influx of residents into the judicial system by proactively teaching people how to manage one's emotions effectively. This is a proactive effort to steer residents away from the Judicial system.

The GBHWC has made the EQ Webinar available to all Government of Guam employees from July 11–15, 2022. The webinar takes less than 45 minutes and discusses the concept of emotional intelligence and the practice of emotional wellness. We are grateful that this resource is available for all of our Port Strong Family and the entire GovGuam workforce, thanks to Governor Leon Guerrero, Lt. Governor Tenorio, Chief Justice Carbullido, Director Arriola, and her team at GBHWC. Understanding how Emotional intelligence works and how, when applied, will go a long way to effectively managing situations at the work and homefront. These coping skills transcend all ages. We hope others will go through this training and find value in deploying emotional intelligence coping skills to foster healthy relationships with their families, friends, and colleagues.

### 3. **Ground Breaking Ceremony Events.**

- **Construction and Rehabilitation of Hotel Wharf.** On July 6, 2022, a Ground Breaking Ceremony was held for the Construction and Rehabilitation of Hotel Wharf. In June, the Port's Board of Directors and the Public Utilities Commission approved the bid awards for Phase I and II of the rehabilitation of Hotel Wharf (H-Wharf). Sumitomo Mitsui Construction Company was awarded the bid. As the island's only commercial port, the rehabilitation of Hotel Wharf is a priority project of Governor Lou Leon Guerrero and Lt. Governor Josh Tenorio because they value the additional berthing capacity, this will provide. Operationally, the space will alleviate construction materials, cruise lines, and roll-on/roll-off operations from the main cargo handling area and better align with the Port's investment in the Public Cargo Terminal. The total cost for the project is \$46,331,895.00.

On September 6, 2019, the PAG entered into a grant agreement with the US Department of Transportation (USDOT) Maritime Administration to rehabilitate H-Wharf. Phase I will procure all steel piling work materials for the Wharf and installation of the piles for the south wall. Phase II would include the installation of the west and east wall piles and other marine structures such as bulkhead concrete works (east, west, and south wall), on-shore bollards, bulkhead mooring-cleat, and bollard, and cell fenders. The respective costs for Phase I and II are \$39,485,672.00 and \$6,846,223.00 for a total of \$46,331,895.00. The project is being funded through \$10 Million in federal grants and the remaining by the Port.

- **Construction of Agat Marina's Dock B and New Restroom Facilities.** A groundbreaking ceremony for the Agat Marina's Dock B and New Restroom Facilities took place on July 11, 2022. The construction of Agat Marina's Dock B will provide an additional 48 slips for recreational boaters and anglers of Guam. Low-cost maintenance facility using non-rot recycled plastic composite material, marine grade

aluminum frames and stringers, and stainless steel junction boxes with watertight fittings. They are designed to withstand the combination of wind, sea action, boat docking, and other loads without damage to the dock structure and components throughout a twenty (20) year of design life. The New Restroom Facility will provide the community and tourists with better accommodations as they partake in recreational activities offered at the Marina.

4. **Testimony in Support of Bill 298-36 (LS).** On June 30, 2022, a Public Hearing was held on Bill 298-36, *An Act to Amend Section 4(a) of Public Laws 34-70 and 35-44, Relative to the Financing or Refinancing Improvements and Capital Improvements of the Jose D. Leon Guerrero Commercial Port (Port), and Other Related Facilities and Operations of the Port, Through Revenue Bond Proceeds*. I submitted written testimony registering our support for the bill, which is attached to this report for your reference.
5. **PAG Response to OPA 21-0548; Calculation of Back Wages for Reinstated Port Authority of Guam Employee Who Retired During Termination Period.** The Port received a copy of an AG opinion written by Chief Deputy AG Shannon Taitano dated May 31, 2022. This AG Opinion was addressed to the Honorable Benjamin J. Cruz, Public Auditor, and is in response to the Public Auditor's inquiry regarding the calculation of back wages for a terminated PAG employee who retired from government service during the termination period and was later reinstated pursuant to a settlement agreement (Ref. OPA 21-0548).

**The Public Auditor posed the following questions:**

- When paying the employee pursuant to the settlement agreement, could the Port include in its calculation of back wages (inclusive of annual salary increments) amounts that would have been earned between the date when the employee retired and began receiving her monthly annuities until the date of reinstatement to her original position at the Port?
- Can the Port reinstate an employee prior to: (a) execution of the Settlement Agreement; and (b) promulgation of the CSC Judgment of Dismissal signed by the CSC Commissioners?

**PAG Response:**

*“While we do not dispute the applicable law, we do, however, dispute the application of facts (or lack thereof) to the law as set forth in your opinion letter. Thus, in the spirit of transparency, and in an effort to once again make clear the record surrounding this longstanding issue, the PAG provides the following response:*

*The Port did not consider income that would have been earned between the date of retirement until reinstatement in the calculation of back wages owed.*



- *In 2012, the PAG issued final notices of adverse action to seven PAG employees resulting in their termination. The employees appealed their terminations to the Civil Service Commission (“CSC”). Subsequent to their termination, and while the adverse action appeals were ongoing, one of the employees retired. From 2013 to her reinstatement, the employee received monthly annuities from the date of her retirement.*
- *Title 4 G.C.A. § 8121(a)(1) provides: “A retired member who subsequently becomes an employee eligible for member under § 8106 of this Title on or after January 1, 1999, shall, upon becoming so employed, have that member’s right to receive payment of that member’s annuities suspended for the duration of the member’s employment, but all other rights pertaining to that member’s annuity provided by the Article, including automatic increases therein, shall be retained by that member.”*
- *Here, the PAG would like to clarify that it did not include wages for the period of time between the employee’s retirement and reinstatement for which she received annuities in the calculation of back wages owed to her. In fact, the PAG mandated mitigation in all settlement negotiations, including the retired employee’s settlement terms. The PAG presented to its Board of Directors the following calculations in order to illustrate what it would have cost the PAG had it not mandated mitigation:*

<i>Option 1.</i>	<i>Non-mitigation:</i>	<i>\$1,278,670.19 including benefits;</i>
<i>Option 2.</i>	<i>Non-mitigation:</i>	<i>\$1,278,670.19 including benefits and Port would pay the Retirement Fund \$674,036.00 for her annuities they remitted during 2013 to present; and</i>
<i>Option 3.</i>	<i>Mitigation:</i>	<i>\$387,029.25 including benefits.</i>

- *On June 25, 2020, the PAG Board found that it was in the best interest of the PAG to explore and offer settlement terms that included mitigation, which ultimately saved the PAG a minimum of \$1,056,553.84 in total. For this employee, the PAG Board approved the following terms, wherein the employee paid back all retirement annuities received as part of her duty to mitigate:*

*Back wages (net gross pay after mitigation): \$296,915.42*  
*A payment schedule plan favorable to the Port;*  
*Reinstatement of sick leave hours and annual leave hours owed;*  
*Reasonable legal fees; and*  
*Remit to Retirement Fund retirement benefits owed to employee.*

- *Accordingly, although Title 4 G.C.A. § 8121(a)(1) is clear, your opinion letter as written does not accurately illustrate the actions the PAG and its Board took to follow and apply the law. As written, the PAG is once again put in a position to clear the record as there is nothing in your opinion letter that addresses nor acknowledges the*



*PAG's efforts to mandate mitigation of the back wages owed to the retired employee upon her reinstatement. As a result of the PAG's and the employee's mitigation efforts, the PAG realized a savings of approximately \$684,036.00.*

*The Civil Service Commission incorporated the terms of the Settlement Agreement into the Stipulated Judgment of Settlement and Dismissal.*

- *The PAG does not contest the fact that the CSC approved and entered the Stipulated Judgment of Settlement and Dismissal ("Stipulated Judgment") in this instant case on February 9, 2021. Nor does the PAG contest CSC Rule 11.7.5. which states that a "judgment is the final administrative adjudication of the Commission." Consequently, the PAG agrees that a CSC judgment does not become effective until it is entered and signed by a majority of Commission members at a publicly advertised meeting. Further, the PAG acknowledges the CSC's Standard Operating Procedure ("SOP") governing the handling of settlement agreements which provides for the CSC's Administrative Law Judge's ("ALJ") review and advisement on what disposition the Commission should take upon receiving a proposed judgment of settlement and dismissal. Again, the PAG does not dispute the applicable law or procedural rules. However, we dispute the factual application as your letter does not illustrate the complete picture.*
- *In your letter, you acknowledged that the Stipulated Judgment expressly states that the Settlement Agreement was incorporated therein. You also quoted part of the terms of the agreement including that, among other things, the PAG would void the adverse action, reinstate the employee to her prior position, and that a written Stipulated Judgment would be submitted to the CSC. However, your legal opinion did not mention that the Settlement Agreement expressly states that the employee shall be reinstated to her position at the PAG with an effective date of July 1, 2020. Further, assuming arguendo that the Settlement Agreement was not final and effective until entered and signed by a majority of Commissioners, the Stipulated Judgment signed by the CSC incorporated the terms of the parties' written Settlement Agreement, fully and finally resolving the respective adverse action appeal, and thereby ratifying the PAG's actions honoring the terms of the Settlement Agreement. Thus, the PAG's decision to reinstate the employee on the effective date of July 1, 2020, pursuant to the terms of the Settlement Agreement approved by the PAG BOD, reviewed by the ALJ, and later signed and approved by the CSC, was at most, harmless error and in the best interest of the agency and the public.*
- *Finally, in your letter, you recognized that the PAG submitted the Stipulated Judgment to the CSC on August 13, 2020 – approximately six (6) months before the CSC actually signed and entered the Judgment on the record. In order to avoid further fees and costs, including accrued interest, the PAG acted pursuant to the terms of the Settlement Agreement, thereby reducing further financial liabilities that may have resulted between the time the Stipulated Judgment was filed with the CSC*



*and when it was actually signed and entered by the majority of the Commissioners. Nonetheless, when applied, the conclusions reached in your letter neither increase nor decrease the back wages owed to any of the wrongfully terminated employees.*

*General, I hope that the foregoing dispels any misunderstandings and clarifies for you, the Public Auditor, relevant stakeholders, and the general public in that no illegal payments were made or that the PAG needed a signed CSC judgment to execute the settlement. Moreover, it is alarming that your office would issue an opinion letter without a complete analysis and application of the pertinent facts surrounding the question being presented. Further, those requesting a legal opinion should act responsibly by providing your office with all relevant facts to accompany their request for an AG opinion. In this case, to do otherwise is reckless and perpetuates a suspicion that these audits are not being done to provide any meaningful corrective actions, but instead prolongs the trauma experienced by these wrongfully terminated employees.*

*Consequently, while we are certain that is not Chief Deputy AG Taitano's intent, this AG opinion misrepresents how the wages of these reinstated Port employees were reconstructed and only furthers a decade-old conspiracy theory that seven individuals conspired to defraud the PAG. Please note that when the PAG applied the legal conclusions set forth in this legal opinion, the PAG would not owe any of these wrongfully terminated employees any more or less in damages. What has been lacking in the Public Auditor's audits is that the PAG SAVED more than a million dollars as a result of mandatory mitigation and favorable negotiations in the interest of the PAG and our ratepayers.*

*What has also been obviously missing from the Public Auditor's audits on the back wages of these wrongfully terminated employees is the abuse of power, and the many errors of omission, on the part of the past PAG General Manager, as well as the blatant disregard for the Rule of Law, PAG's Personnel Rules and Regulations, and even court orders from the Supreme Court of Guam, Superior Court of Guam and the Civil Service Commission. The many years of this litigation resulted in millions spent on attorney fees, yet the Public Auditor fails to recant the genesis of this travesty.*

*We believe that our island community will be better served if Chief Deputy AG Taitano applies the facts surrounding the Public Auditor's questions and re-issues a qualified AG opinion determining if the PAG violated any laws concerning the Public Auditor's claims thereof."*

6. **General Manager's Notes for YTD Finances.** We are providing the following summary for June 2022:

**REVENUES AND CARGO THROUGHPUT:**

- The Port's Total YTD Operating revenue for June 30, 2022, is \$42.6 million, 2.0% or \$801 K higher than the YTD June FY 22 budget projection of \$41.8M.

- The total number of containers handled as of June 30, 2022, is 64,748, 0.3% or 169 containers higher than last year's June 2021 total of 64,579.

**OPERATING EXPENSES:**

- Overall YTD Operating expense, as of June 30, 2022, is \$37.8M, which is 2.7% lower than the YTD budget as of June of \$38.9M, or \$1.1 M in YTD cost avoidances.

**OVERTIME EXPENSE AND DIRECT LABOR REVENUE:**

- Overtime YTD for Divisions involved in Operations is \$1,338,011, 36% or \$354K higher than the YTD overtime budget for June at \$983,754. The OT for June is \$110K, which is 29% or \$46K lower than the overtime for May at \$156K.

Direct Labor reimbursement is \$2.9 million, 15.6% or \$387K higher than the FY22 budget of \$2.5M.

Here is the breakdown:

Direct Labor Revenue:	\$ 2,866,368
Operations Overtime:	<u>\$ 1,338,011</u>
Variance:	\$ 1,528,357

**YTD OPERATING REVENUES MINUS YTD EXPENSES:**

- Operating revenues minus operating expenses resulted in an operating income of \$4.8 million. The final result for June is a net income of \$16.3 million, after adding a net of Other Income/Expenses totaling \$11.5M. In February, the Port received \$15 million from the American Rescue Plan Act 2021 Fiscal Recovery Funds.

*Note: \$11.5M is a net balance of Other Income and Expense composed of Interest Income, Interest Expense, Federal Reimbursements, Federal Expenses, Retirees COLA, Supplemental, Medical and Dental, and Other Non-Operating Income & Expenses.*

Other Financial Highlights, as of June 30, 2022:

- The debt service ratio as of June 30, 2022, is 1.66. This is 32% higher than the Bond Indenture Debt service ratio requirement of 1.25.
- Days Cash on Hand is 976 days, 95% or 476 days higher than the 500 days requirement of Moody's Rating agency.

**DEBT SERVICE RATIO - JUNE 2022**

Projected Annual Debt Service Coverage	1.66
Debt Service Coverage Requirement	1.25
Variance	.41
% Above the Indenture Requirement	32%



7. **Preparation of Port's Fiscal Year 2023 Budget.** Division heads are now preparing their divisional Fiscal Year 2023 Budget. We anticipate providing the Board with the budget digest by August. In the June 23, 2022, memorandum, they were advised in the Fiscal Year 2021, despite the struggles brought on by COVID-19, the Port showed an increase in container cargo and non-containerized (breakbulk) cargos at 1.9% and 11.8%, respectively. We also experienced an increase in the total operating revenues by \$432K, from \$54.6M in FY 2020 to \$55M in FY 2021. Other improvements reflected in the CCR report include reduced time spent by a vessel at the port's waterfront and higher crane productivity.

We will continue to set aside real cash for a rainy day and request from the Board that the vacancy pool continues. We asked the division heads to remain mindful that we are an autonomous agency, meaning the revenues we generate remain with the Port and are used for our current and future needs. We remain committed to using performance-based and zero-based budgeting practices to focus on targets that will allow us the flexibility to allocate funds when necessary.

8. **Grant Awards and Ongoing Grant Submissions.**

- **Fuel Pipeline Connectivity Project.** Notice of Intent to Award sent to the highest qualified bidder on June 8, 2022. The procurement process is ongoing.
- **Department of Agriculture Grant (DoAG).** DoAG submitted a one-year request for no-cost schedule modification to U.S. Fish Wildlife Services for their review and consideration of grant-funded projects actively listed below.
  - **Harbor of Refuge Repairs.** A contract was awarded to Art Constructors, LLC on June 26, 2022. *Next Steps:* (i) Signing of contract by PAG; (ii) Issuance of Purchase Order; (iii) CIP/Engineering will schedule a pre-construction meeting with the contractor; (iv) Project's period of performance is 180 calendar days or 6 months from issuance of NTP by PAG and USFWS/DoAG.
  - **Repair of Agat Marina's Boat Ramp Bumpers.** On April 11, 2022, the Official NTP was issued to ProPacific Builders Corporation (Contractor). The contractor is working with DPW Building Inspection & Permits Section Application for Permit. *Work ongoing.*
- **Gantry Crane Acquisition.**
  - **USDA Direct Loan.** The application with a USDA direct loan of *\$15M has been put on hold pending the PAG's MEGA Grant Application.*

- **MARAD MEGA Grant Program.** Port's planned grant application to acquire STS Gantry Cranes through Economic Development Administration (EDA) has been changed. The 3 STS Gantry Cranes application was submitted for MARAD's mega grant program on May 20, 2022. *Pending review by USDOT.*
  - **MARAD Marine Highway Program.** Awaiting results of application evaluation. The grant application was submitted on June 17, 2022. Strategic Planning received and responded to RFIs from MARAD on July 11, 2022.
  - **Office of Local Defense Community Cooperation (Formerly Office of Economic Adjustment–OEA).** No cost, one-year grant extension has been submitted to the Office of the Governor and OLDCC for consideration. Port Consultant WSP conducted site visits/meetings in Guam from May 16-20, 2022. *Pending review and approval by OLDCC.*
  - **EPA Diesel Emissions Reduction Act (DERA) Program.** Strategic Planning responded to RFI from US EPA DERA program officials on July 7, 2022. PAG submitted the required form to US EPA. US EPA program official anticipates issuing grant award early next week.
  - **US DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program.** PAG conducted an on-site meet-and-greet meeting and round table discussion with U.S. DOT/MARAD, Ms. Kris Gilson – Director of Environmental Compliance, on June 29, 2022. Other local agencies in attendance included Guam EPA, BSP FedCon/Coastal Management, and Guam DoAG. *Next Steps:* (i) PAG will utilize its Owner Agent Engineer, WSP, to provide consulting services for this NEPA process as well as develop a design for the project; (ii) MARAD and Guam EPA advised the PAG that new marine surveys should be conducted; (iii) The marine surveys would then be used to update a previously completed 2012 Environmental Assessment that covered much of the Port; (iv) Once the design and the surveys are complete, formal consultation letters will be sent to all federal and local regulatory agencies.
9. **Port Revenue Bonds Project Status.** As of July 12, 2022, the attachment provides information on the status of the revenue bond projects that consist of rehabilitation of the hotel wharf, golf pier repairs and improvements, waterline replacement/ relocation, EQMR building and warehouse one repair/upgrades, new admin annex building, and other priority projects.

## V. OLD BUSINESS

There were no old business discussed.



## VI. NEW BUSINESS

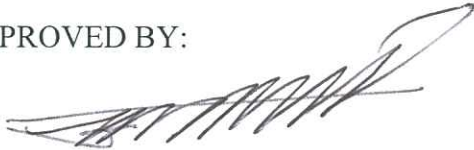
1. **Resolution No. 2022-15 International Association of Ports and Harbors.** The Vice Chairperson inquired who will take lead on this program. The General Manager said the Planning Division will be charged with exploring the benefits of what IAPH will have to offer to the Port Authority. The Vice Chairperson made motion to approved Resolution No. 2022-15 relative to authorizing the General Manager to explore and pursue the benefits of becoming a member of the International Association of Ports and Harbors (IAPH) and report findings to the Board of Directors. Motion was seconded by Director Taitano and was unanimously approved.

## VII. ADJOURNMENT

There being no further business to discuss, it was moved by the Vice Chairperson and seconded by Director Taitano to adjourn the meeting at 3:41 p.m. The motion was unanimously passed.

  
\_\_\_\_\_  
Dr. Judith P. Guthertz, Board Secretary  
Board of Directors

APPROVED BY:



\_\_\_\_\_  
Francisco G. Santos, Chairman  
Board of Directors







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## General Manager's Report for Board of Directors August 25, 2022

1. **Letter to the Editor; Pacific Daily News.** I submitted a letter to PDN Editor on July 29, 2022 which was published on July 30, entitled *Port Authority collaborates, supports work to secure Guam's borders*. The letter provides joint efforts in increasing facility presence to deter illegal entries, responding to the question - *How should the government handle the arrival of migrants who illegally make their way to Guam's shores?*

*"I am writing to express support for Governor Lou Leon Guerrero and Lt. Governor Josh Tenorio's efforts to reach out to federal agencies tasked with border protection and ensuring that all individuals coming into Guam do so legally and legitimately. And in so doing, make every effort possible, with federal and local enforcement, to prevent drug smuggling and human trafficking into Guam and at all of Guam's Ports of Entry.*

*The Port Authority of Guam, together with the Coast Guard, Customs and Quarantine, and Guam Police Department's Maritime Division, implemented policies over a year ago to require all boats coming from the CNMI, particularly Rota, to submit a notice of arrival (NOA) to the Harbor Master before embarking to Guam. This NOA must also include securing dock space, or this noncompliant vessel will be denied entry into the Gregorio D. Perez Marina in Hagåtña. Upon arrival, these boats and their attendant passengers are greeted by Customs for them to conduct the necessary clearances.*

*These policies are only good, if boats arrive at the Hagåtña Marina. Unfortunately, as we have seen with the growing number of migrants, they arrive into Guam by boat in areas other than the Airport or the Port, thus evading our government's port of entry requirements.*

*We understand that Guam has no jurisdiction over this issue, as authority falls under the duties of the U.S. Citizenship and Immigration Services (USCIS) and U.S. Customs and Border Protection (USCBP). But this doesn't mean we STOP and do nothing. We are aware that the Governor has fostered greater cooperation through regular communication with USCIS and USCBP to have these migrants identified through biometric means, interview them and obtain as much information as possible. This information is also being shared by the Guam Homeland Security Advisor and the Marianas Fusion Center. Investigations are being conducted, and determinations are being made if any other violations of Guam laws have been committed, and if such violations, have been committed, these violators will be prosecuted to the fullest extent of the law.*



*Local authorities continue working with federal agencies to explore ways to prevent illegal entry into Guam. In the meantime, the Port continues to secure the Hagåtña and Hågat Marinas and closely monitor its surveillance cameras. In addition, there is a heightened awareness of the situation with Port Police officers as they conduct their routine patrol of the marinas and port properties. And Governor Leon Guerrero has not given up on the hope that Guam's federal partners in Washington D.C. will find meaningful alternatives to address the local safety and national security concerns raised by this situation."*

2. **Relay for Life: Fight for the Future.** We are proud to announce that the Port Authority has exceeded its goal in support of the American Cancer Society's Relay for Life fundraising efforts. Our goal was \$3,690 for the 369 employees and have collected \$4,558 through various cash donations (\$3,573), dri-fit shirts sales (\$780) and luminaria bag sales (\$250). We participated in the Relay for Life Block Party event that took place on July 30 at the Guam Museum/Skinner Plaza. Thank you to everyone for their kind contribution in support of this effort.
  
3. **Port Authority takes 3<sup>rd</sup> Place in the 78<sup>th</sup> Guam Liberation Day Float.** Congratulations to the Port Strong Family for taking 3<sup>rd</sup> place in the Liberation Float competition. Out of the government of Guam agencies under the 'Government' category, the Port is proud to have placed in this year's liberation day event. Within this category - 1<sup>st</sup> place was given to the USS Emory Land (AS 39) and 2<sup>nd</sup> place was the Submarine Squadron 15. Other categories included the Village, Community and Business. This year's theme was "The Strength to Overcome, The Faith to Persevere,". We proudly displayed our float by paying tribute to Santa Marian Kamalen. For decades, generations of Guamanians have attributed a sense of protection and perseverance to Santa Marian Kamalen. We honor her yearly with a procession in Hagåtña and to us she is a symbol of stability and unwavering strength. This year, the Port Authority of Guam honors Santa Marian Kamalen, recreating an image in her likeness for Guam's 78th Liberation Day Parade. The ancient CHamoru Hut and Latte stone is a reminder of our inherent history, customs and past. The American and Guam flags signify the Liberation of our island and true sense of loyalty and patriotism that our people have for Guam and the United States of America. The beautiful, vibrant and colorful flowers represent the splendor, harmony and freedom that the Guamanian people have experienced for the past 78 years; and the Santa Marian Kamalen tribute emphasizes our people's resolve to overcome and persevere through it all. Special thanks to Facilities, Equipment Maintenance, Transportation, Stevedore, Terminal, and all other port employees for your hard work and dedication in the constructions of the Port winning float. – *Congratulations!*

PAGGMA Submits Final Close-Out of Liberation Day Event.

The Board of Directors had authorized the Port to partake in the Liberation day event through the use of the Port Incentive Award account. The PAGGMA association was to facilitate the planning and coordination of this event. Out of \$15K, PAGGMA spent \$12,748.07 of the funds for the creation of the port liberation float as well as the liberation day luncheon shared by port employees, their family and friends and port tenants. Remaining balance of \$2,251.93 was returned back to the Port Finance division.

**4. Training & Development.**

**How to Deal with Upset and Irate Customers.** A workshop on how to deal with upset and irate customers was held on Thursday, August 18, 2022, conducted by Deputy General Manager Luis Baza. Topics of the workshop included the following:

- What is service and why is it so important
- The main reason customers get upset
- How to keep unhappy customers from becoming upset
- How to calm upset and irate customers
- The psychology of anger
- Watch your body language
- Developing an action plan for making improvement

- 5. Interruptible Load Program.** In a letter dated August 1, 2022, GPA General Manager John Benavente extended an invite for the Port Authority to participate in the Interruptible Load Program (ILP) for the next 4 months, starting on August thru November 2022. By participating in the ILP program, the Port will be providing the support necessary and power capacity for GPA to supply its customers that will in turn alleviate any load shedding occurrences. In so doing, the Port is to isolate from the GPA power grid using its Load Center power generators between the hours of 6pm to 10pm as this is when the usage of power is high in demand. We accepted the invitation to assist GPA and had requested for GPA to provide 24-hours advance notice if at all possible so that we can coordinate and mobilize the necessary manpower to support the operation. The Port will only be off the grid (island power), when GPA makes contact with us to do so; otherwise, the Port will remain online. So far, we have been off the grid for a total of nine days (August 2, 3, 12, 14-19). We will continue to provide the support and assistance to GPA, when needed.



6. **USDOT Federal Aviation Administration Visits Port Authority.** On August 12, 2022, officials from USDOT FAA visited the Port. We presented the Port's modernization program, shared our significance to the region, and talked about our resiliency and readiness initiatives. These initiatives involved the current capacity of our piers, gantry cranes and cargo handling equipment. We also shared our initiatives going forward that included the Port's master plan update, gantry crane acquisition program, service life extension of the wharves, in-water infrastructure study, rehabilitation of Area A fuel storage facility, new admin annex building and old administration renovation, and port security updates. After the presentation, we were able to take them on a tour of Hotel Wharf and the port terminal yard.
7. **Guam Contractors Association Port Authority of Guam.** On August 17, 2022, I attended the Guam Contractors Association's membership meeting. In this meeting, I provided an overview in response to a concern regarding the supply chain constraints, impact to Port operations on shipping delays, and logistics challenges. I also shared the Port's own challenges during the Covid-19 pandemic and the many mitigation policies and practices that were instituted to ensure that the Port remained 100% operational – highlighting the Port Clinic and Contact Tracing Team. Other matters shared were the Port's efforts to communicate its organic and military resiliency and readiness initiatives to high level federal officials, AAPA and APP leadership, and Congressional policy makers. Emphasis was also placed on our effort in the replacement of the Port's aging STS gantry cranes, piers/wharves, and other key infrastructure assets.
8. **General Manager's Notes for YTD Finances.** We are providing the following summary for July 2022:

**REVENUES AND CARGO THROUGHPUT:**

- The Port's Total YTD Operating revenue for July 31, 2022, is \$48.1 million, 3.4% or \$1.6 million higher than the YTD June FY 22 budget projection of \$41.8M.
- The total number of containers handled as of July 31, 2022, is 71,969, 0.6% or 405 containers lower than last year's July 2021 total of 72,374.

**OPERATING EXPENSES:**

- Overall YTD Operating expense, as of July 31, 2022, is \$42.2M, which is 2.3% lower than the YTD budget as of July of \$43.2M, or \$1.0 M in YTD cost avoidances.

**OVERTIME EXPENSE AND DIRECT LABOR REVENUE:**

- Overtime YTD for Divisions involved in Operations is \$1,548,731, 42% or \$456K higher than the YTD overtime budget for July at \$1,093,060. The OT for July is \$211K, which is 91% or \$100K higher than the overtime for June at \$110K.

Direct Labor reimbursement is \$3.3 million, 19% or \$519K higher than the FY22 budget of \$2.7M.

Here is the breakdown:

Direct Labor Revenue:	\$ 3,272,893
Operations Overtime:	\$ <u>1,548,731</u>
Variance:	\$ 1,724,162

**YTD OPERATING REVENUES MINUS YTD EXPENSES:**

- Operating revenues minus operating expenses resulted in an operating income of \$5.9 million. The final result for July is a net income of \$17.5 million, after adding a net Other Income/Expenses totaling \$11.7M. In February, the Port received \$15 million from the American Rescue Plan Act 2021 Fiscal Recovery Funds.

*Note: \$11.5M is a net balance of Other Income and Expense composed of Interest Income, Interest Expense, Federal Reimbursements, Federal Expenses, Retirees COLA, Supplemental, Medical and Dental, and Other Non-Operating Income & Expenses.*

Other Financial Highlights, as of July 31, 2022:

- The debt service ratio as of July 31, 2022, is 1.75. This is 50% higher than the Bond Indenture Debt service ratio requirement of 1.25.
- Days Cash on Hand is 989 days, 98% or 489 days higher than the 500 days requirement of Moody's Rating agency.



DEBT SERVICE RATIO - JULY 2022

Projected Annual Debt Service Coverage	1.75
Debt Service Coverage Requirement	1.25
Variance	0.50
% Above the Indenture Requirement	50%

9. Grant Awards and Ongoing Grant Submissions.

- **Fuel Pipeline Connectivity Project.** Notice of Intent to Award sent to the highest qualified bidder on June 8, 2022. *Status update:* PAG team has been working with the most qualified bidder in providing additional information like as-builts, topography maps, and other pertinent information that are relevant to the development of the AE scope.
- **Department of Agriculture Grant (DoAG).** DoAG submitted a one-year request for no-cost schedule modification to U.S. Fish Wildlife Services for their review and consideration of grant-funded projects actively listed below.
  - **Repair of Agat Marina's Boat Ramp Bumpers.** On April 11, 2022, the Official NTP was issued to ProPacific Builders Corp. (Contractor). The contractor is working with DPW Building Inspection & Permits Section Application for Permit. Agency permit review ongoing.
  - **Agat Marina Dock B Construction.** The Official NTP was issued to AIC International on August 4, 2022. Project completion is 243-calendar days from NTP issuance, that is inclusive of obtaining all permitting requirements. **Next Steps:** (i) Application of federal consistency/concurrence and approval of local permits. (Minimum of three to five months); (ii) Estimated project completion date, 04/15/2023.
  - **Harbor of Refuge Repairs.** On August 5, 2022 the Official NTP was issued to ART Constructors, LLC. Project completion is 180-calendar days or 6-months from NTP issuance, that is inclusive of obtaining all permitting requirements. **Next Steps:** (i) Application of federal consistency/concurrence and approval of local permits (Minimum of three to five months); (ii) Estimated completion date, 02/04/2023.

- **Gantry Crane Acquisition.**
  - **USDA Direct Loan.** PAG Finance assigned to develop a request for proposal in order to select a lender to provide commercial loan financing for the replacement of the PAG's Ship-to-Shore Gantry Cranes and for the acquisition of additional cargo handling equipment, e.g., Tractors, Telescopic 150-Ton Crane, Top lifters, Forklifts. PAG will be guided by the USDA Communities Facilities Rural Development Leadership, PAG Legal Counsel, and PAG Procurement Team moving forward.
  - **MARAD MEGA Grant Program.** The 3 STS Gantry Cranes application was submitted for MARAD's mega grant program on May 20, 2022. *Pending review by USDOT.*
- **MARAD Marine Highway Program.** Awaiting results of application evaluation. Strategic Planning received and responded to RFIs from MARAD on July 11, 2022.
- **Office of Local Defense Community Cooperation (Formerly Office of Economic Adjustment-OEA).** \$1.2 Million OLDCC grant awarded to the Port for a comprehensive two phase in-water infrastructure feasibility study and a military support assessment for Area A and Hotel Wharf.
- **EPA Diesel Emissions Reduction Act (DERA) Program.** Operations, Procurement and Planning Team currently working on the procurement of four (4) tractors. One offeror submitted a bid proposal; comparison between submitted proposal and FEDGSA opportunity ongoing.
- **US DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program.** On August 10, 2022, MARAD approved PAG's request to incur up to \$635,700 in pre-construction environmental/architectural/engineering fees associated with the project (upgrade and rehabilitation of wharves F1-F6). PAG may incur costs for the following items:
  - NEPA Environmental Compliance Activities
  - Geotechnical Investigation
  - Topographic Survey
  - Updated Bathymetric Survey



- Coastal Engineering Analysis
- Permitting
- Develop Scope of Work and RFP for Repair Projects

10. **Port Revenue Bonds Project Status.** As of August 15, 2022, the attachment provides information on the status of the revenue bond projects that consist of rehabilitation of the hotel wharf, golf pier repairs and improvements, waterline replacement/relocation, EQMR building and warehouse one repair/upgrades, new admin annex building, and other priority projects.

Respectfully submitted,



Rory J. Respicio  
General Manager

**2018 Port Revenue Bonds Status Report**  
As of August 15, 2022

Bond Project	Total Award Amount	Total Draw Down	Total Remaining Balance	PROCUREMENT IFB/RFP/PO Number	Status
Rehabilitation of "H" Wharf (Federal Share & Port Share)	\$10,000,000.00	\$0.00	\$10,000,000.00	PO No. 17043-OF for \$2,249,945.54 awarded to GHD Inc. New Contract Amount: \$2,656,621.37	On 08/11/2022, SMCC acknowledged receipt of PO No. 18140-OS. Construction Phase I includes the procurement of all steel piling works materials for the Wharf I. Phase 2 would include the installation of the west and east wall piles and other marine structures, on-shore bollards, bulkhead mooring-cleat and bollard, and cell fenders. The respective negotiated cost for Phase 1 and Phase 2 are \$39,485,672.00 and \$6,846,223.00, for a total of \$46,331,895.00. Next Steps: (i) Pre-Construction Meeting and issuance of NTP. (ii) Delivery: 790 calendar days from NTP.
Golf Pier Repairs and Improvements	\$2,000,000.00	\$372,147.93	\$1,627,852.07	RFP No. 2019-02: A&E Design for \$484,000.17 awarded to NC Macario	Reissuance of IFB to be determined by management.
Waterline Replacement and Relocation	\$6,000,000.00	\$319,086.18	\$5,680,913.82	RFP No. 2019-03: A&E Design for \$1,406,427.48 awarded to NC Macario	Project is currently pending SHPO review.
EQMR Building Repairs and Upgrades	\$3,628,800.00	\$447,013.13	\$3,181,786.87	RFP No. 2019-03: A&E Design for \$1,406,427.48 awarded to NC Macario	Revisions to the project documents have been submitted to Engineering and are currently under review.
Warehouse 1 Repairs	\$2,000,000.00	\$447,013.13	\$1,552,986.87	RFP No. 2019-03: A&E Design for \$1,406,427.48 awarded to NC Macario	Revisions to the project documents have been submitted to Engineering and are currently under review.
Other Priority Projects 1. Repair of F-1 Fuel Pier and wharves F-2, F-3, F-4, F-5, and F-6 waterfront facilities 2. Upgrade of the Port's IT system and integration of TOS	\$4,980,745.00	\$0.00	\$4,980,745.00	See status	1. The PAG was awarded \$17,941,997.00 toward the total project cost of \$22,427,496.00 as part of the MARAD RAISE grant program. This project seeks to make structural repairs to enhance the capacity of the existing berths from F1 - F6. 2. TOS upgrade work is ongoing in collaboration with Port OAE Consultant WSP and sub-contractor Cargo Velocity. Ongoing.
Other Priority Projects - EnterpriseOne Financial Management System	\$2,500,000.00	\$2,365,568.22	\$134,431.78	See status	Job costing for CIP and ACH payments in use. Work is ongoing for job order modules for vessels and SSRs.
New Admin. Annex Building	\$10,445,000.00	\$0.00	\$10,445,000.00	See status	Three draft layout options for the Admin Building has been completed by the PAG's OAE and is being reviewed by Management. No decision on which option has been selected as of this report. Status Quo.
<b>Grand Total</b>	<b>\$77,886,440.00</b>	<b>\$5,196,001.66</b>	<b>\$72,690,438.34</b>		



**BOARD OF DIRECTORS**  
*Francisco G. Santos, Chairman*  
*Dorothy P. Harris, Vice Chairperson*  
*Dr. Judith P. Guthertz, Board Secretary*  
*Conchita S.N. Taitano, Member*



**Resolution No. 2022-16**

**RELATIVE TO HONORING THE LIFE AND SERVICE OF PORT  
AUTHORITY OF GUAM EMPLOYEE JUSTIN A. CANDOLETA AND  
EXTENDING OUR HEARTFELT DEEP SYMPATHY AND  
CONDOLENCES TO THE BEREAVED FAMILY MEMBERS**

**BE IT RESOLVED BY BOARD OF DIRECTORS OF THE JOSE D. LEON GUERRERO  
COMMERCIAL PORT:**

**WHEREAS**, Mr. Justin A. Candoleta began his employment as a public servant with the Port Authority of Guam on February 8, 2010 as a Cargo Checker with the Terminal Division; and

**WHEREAS**, during his employment, he transferred to Equipment Maintenance Division on October 25, 2010 as a Trades Helper and on April 7, 2014 was promoted to a Preventive Maintenance Mechanic position; and

**WHEREAS**, Mr. Candoleta upheld the highest of integrity by carrying out his responsibilities with respect and value for fellow employees and Port customers and performed his duties in a highly satisfactory manner; and

**WHEREAS**, the Jose D. Leon Guerrero Commercial Port and the entire community of Guam lost a valued member on August 12, 2022 with the untimely death of Mr. Candoleta; and


**WHEREAS**, Mr. Candoleta was a Front-liner Hero and will be remembered for his initiative and dedication to his family, friends and the Port Strong Family; now therefore be it

**RESOLVED**, that the Board of Directors on behalf of the employees and management of the Jose D. Leon Guerrero Commercial Port recognize and acclaim the public service Mr. Candoleta gave to the people of Guam and extends its sincere condolences to his parents, Carmelita and Theodore Nededog, his common-law spouse, Ms. Kiana M. Santos and their daughter, Hailey, and his siblings Joseph and Mariah and their families; be it further

**RESOLVED**, that the Chairman certifies to, and the Secretary attest to, the adoption hereof and that copies of the same be transmitted to Mr. and Mrs. Nededog and Ms. Santos and their daughter Hailey.

**PASSED AND ADOPTED UNANIMOUSLY BY THE BOARD OF  
DIRECTORS THIS 25<sup>th</sup> DAY OF AUGUST, 2022.**

  
FRANCISCO G. SANTOS  
CHAIRMAN, BOARD OF DIRECTORS  
PORT AUTHORITY OF GUAM

  
DR. JUDITH P. GUTHERTZ  
SECRETARY, BOARD OF DIRECTORS  
PORT AUTHORITY OF GUAM



**BOARD OF DIRECTORS**

*Francisco G. Santos, Chairman  
Dorothy P. Harris, Vice Chairperson  
Dr. Judith P. Guthertz, Board Secretary  
Conchita S.N. Taitano, Member*



**Resolution No. 2022-17**

**RELATIVE TO HONORING THE LIFE AND SERVICE OF FORMER  
PORT AUTHORITY OF GUAM EMPLOYEE ALFREDO T. BORDALLO III  
AND EXTENDING OUR HEARTFELT DEEP SYMPATHY AND  
CONDOLENCES TO THE BEREAVED FAMILY MEMBERS**

**BE IT RESOLVED BY BOARD OF DIRECTORS OF THE JOSE D. LEON GUERRERO  
COMMERCIAL PORT:**

**WHEREAS**, Mr. Alfredo T. Bordallo III, also known fondly by his co-workers as Tom, began his employment as a public servant with the Port Authority of Guam on May 1, 1995 as an Equipment Operator II with the Transportation Division; and

**WHEREAS**, during his employment, he was promoted as an Equipment Operator III on June 3, 1996, and on February 25, 2008 as a Crane Operator and accepted a position as a Mobile Equipment Dispatcher on May 21, 2018; and

**WHEREAS**, on April 25, 2022, Retirement Fund approved Tom's medical disability request under the Defined Benefit 1.75 Retirement Plan; and

**WHEREAS**, Mr. Bordallo, during his career with the Port, he upheld the highest level of integrity by carrying out his responsibilities with respect and value for fellow employees and customers and performed his duties in a highly satisfactory manner; and

**WHEREAS**, on July 20, 2022, the Jose D. Leon Guerrero Commercial Port was notified that we lost a valued Port Strong Family member with the untimely death of Mr. Bordallo; and


**WHEREAS**, Mr. Bordallo was a Front-liner Hero and will be remembered for his initiative and dedication to his family, friends and the Port Strong Family; now therefore be it

**RESOLVED**, that the Board of Directors on behalf of the employees and management of the Jose D. Leon Guerrero Commercial Port recognize and acclaim the public service Mr. Bordallo gave to the people of Guam and extends its sincere condolences to his wife, Mrs. Tina Marie Bordallo, his children, T'Anamay, Aiden Tomas, Alden Tomas and Adrien Tomas and his family members; and be it further

**RESOLVED**, that the Chairman certifies to, and the Secretary attest to, the adoption hereof and that copies of the same be transmitted to his spouse Mrs. Bordallo, and family members.

**PASSED AND ADOPTED UNANIMOUSLY BY THE BOARD OF  
DIRECTORS THIS 25<sup>th</sup> DAY OF AUGUST, 2022.**

  
FRANCISCO G. SANTOS  
CHAIRMAN, BOARD OF DIRECTORS  
PORT AUTHORITY OF GUAM

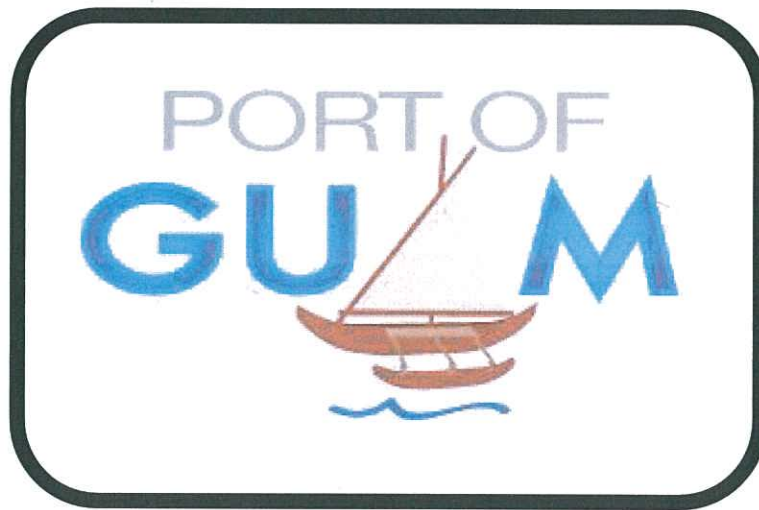
  
DR. JUDITH P. GUTHERTZ  
SECRETARY, BOARD OF DIRECTORS  
PORT AUTHORITY OF GUAM





**Jose D. Leon Guerrero**  
**Commercial Port**

**FY 2023**  
**Proposed Budget**



**For Review by the Board of Directors**

August 25, 2022 – Meeting of the Board of Directors

**PORT AUTHORITY OF GUAM  
JOSE D. LEON GUERRERO COMMERCIAL PORT**

**FY-2023  
PROPOSED BUDGET**

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**FY-2023  
PROPOSED BUDGET  
GRAND SUMMARY**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>	
1	Cargo Revenues	40,248,611	37,399,151	39,370,646	2,849,460	877,965
2	Non Cargo Revenues	13,508,556	10,894,658	10,310,705	2,613,898	3,197,850
3	<b>TOTAL REVENUES</b>	<b>53,757,167</b>	<b>48,293,809</b>	<b>49,681,351</b>	<b>5,463,358</b>	<b>4,075,816</b>
4						
5	<b>Divisional - Salaries &amp; Benefits</b>					
6	Management & Employee Salaries	21,073,729	21,284,015	19,422,998	-210,286	1,650,731
9	Holiday Work	190,251	339,297	190,251	-149,046	0
10	Sick Leave Used	0	0	949,144	0	-949,144
11	Annual Leave Taken	1,779,800	0	0	1,779,800	1,779,800
13	Comp Time Taken	0	0	0	0	0
14	Typhoon Salaries	1,150	0	1,150	1,150	0
15	Labor Cost Salaries	-2,211,549	-1,627,108	-433,826	-584,441	-1,777,723
16	Vacancy Pool	1,200,000	1,200,000			
17	<b>Regular Salaries</b>	<b>22,033,382</b>	<b>21,196,204</b>	<b>20,129,718</b>	<b>837,178</b>	<b>703,664</b>
19	Night Differential/Hazard Pay	762,842	637,437	762,842	125,405	0
20	Overtime	2,330,000	2,163,158	2,138,440	166,842	191,560
18	Labor Cost Overtime	-215,400	0	0	-215,400	-215,400
21	Retirement (26.96%)	6,447,610	6,155,099	6,152,300	292,511	295,310
22	Death & Disability	96,925	153,012	96,925	-56,086	0
24	Hospital	1,773,326	1,792,003	1,773,326	-18,678	0
25	Life	58,503	68,638	58,503	-10,135	0
26	Dental	85,004	94,384	85,004	-9,380	0
27	Medicare	339,556	345,825	324,004	-6,269	15,552
28	Labor Cost Benefits	-1,038,416	-670,043	-171,941	-368,373	-866,475
33	<b>SUB-TOTAL</b>	<b>32,673,331</b>	<b>31,935,716</b>	<b>31,349,120</b>	<b>737,616</b>	<b>124,212</b>
34						
35	<b>Other Divisional Expense</b>					
36	Office Supplies	56,800	54,500	40,095	2,300	16,705
38	Operational Supplies	1,253,300	1,279,200	785,119	-25,900	468,181
39	Gas, Diesel	350,000	350,000	323,043	0	26,957
40	Equipment	424,925	397,326	202,549	27,599	222,376
41	Contractual	995,288	916,938	898,130	78,350	97,158
42	Miscellaneous	125,874	68,248	57,128	57,626	68,746
43	Training	75,000	50,000	48,126	25,000	26,874
45	Travel	140,000	140,000	92,895	0	47,105
46	<b>SUB-TOTAL</b>	<b>3,421,187</b>	<b>3,256,212</b>	<b>2,447,085</b>	<b>164,975</b>	<b>974,102</b>
47						
48	<b>TOTAL DIVISIONAL EXPENSE</b>	<b>36,094,518</b>	<b>35,191,928</b>	<b>33,796,204</b>	<b>902,591</b>	<b>1,098,314</b>
49						
50	<b>General Expense</b>					
52	OTHER BENEFITS	55,000	50,000	54,046	5,000	954
53	OTHER PERSONNEL COSTS	80,000	80,000	27,955	0	52,045
54	COMMUNICATIONS	225,650	226,404	161,543	-754	64,107
55	UTILITIES	1,475,000	1,375,000	1,017,257	100,000	457,743
56	GENERAL INSURANCE	3,564,945	3,276,900	3,109,046	288,045	455,899
57	REPAIRS AND MAINTENANCE	255,463	117,000	250,463	138,463	5,000
59	DEPRECIATION EXPENSE	5,200,000	5,487,401	5,170,644	-287,401	29,356

**FY-2023  
PROPOSED BUDGET  
GRAND SUMMARY**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>DESCRIPTION</b>					
60 DAMAGE, SHORTAGE, WRITEOFF	15,000	15,000	0	0	15,000
61 MISCELLANEOUS	83,500	72,500	41,918	11,000	41,582
62 AGENCY & MANAGEMENT FEE'S	982,500	732,735	981,991	249,765	509
63 PROFESSIONAL SERVICES	716,000	531,500	513,371	184,500	202,629
64 OTHER CONTRACTUAL	320,000	320,000	3,570	0	316,430
68 <b>SUBTOTAL GENERAL EXPENSE</b>	<b>12,973,058</b>	<b>12,284,440</b>	<b>11,331,803</b>	<b>688,618</b>	<b>1,641,254</b>
69					
70 <b>GRAND TOTAL EXPENSE</b>	<b>49,067,576</b>	<b>47,476,368</b>	<b>45,128,008</b>	<b>1,591,208</b>	<b>2,739,568</b>
71					
73 <b>OPERATING INCOME/LOSS</b>	<b>4,689,591</b>	<b>817,441</b>	<b>4,553,343</b>	<b>3,872,150</b>	<b>1,336,248</b>
74					
75 <b>OTHER INCOME/EXPENSE</b>					
76 Non-Operating Expense	7,799,594	7,649,594	5,598,150	150,000	2,201,445
77 Federal Reimbursements	5,566,563	5,697,656	23,704,909	-131,093	-18,138,345
78 Insurance Reimbursements	0	0	0	0	0
80 Miscellaneous Interest Income	1,950,037	1,950,037	232,603	0	1,717,434
81 <b>TOTAL OTHER INCOME/EXPENSE</b>	<b>-282,994</b>	<b>-1,901</b>	<b>18,339,362</b>	<b>-281,093</b>	<b>-18,622,356</b>
82					
83 <b>NET INCOME/LOSS</b>	<b>4,406,597</b>	<b>815,540</b>	<b>22,892,706</b>	<b>3,591,057</b>	<b>-17,286,108</b>
84					
85 <b>CRANE NET INCOME/LOSS</b>	<b>603,221</b>	<b>146,706</b>	<b>0</b>	<b>456,515</b>	<b>0</b>
87 <b>FMF NET INCOME/LOSS</b>	<b>1,319,652</b>	<b>1,182,308</b>	<b>(1,379,104)</b>	<b>-137,343</b>	<b>59,452</b>
88 <b>TOTAL NET INCOME/LOSS</b>	<b>6,329,470</b>	<b>2,144,554</b>	<b>21,513,602</b>	<b>3,910,229</b>	<b>-17,226,656</b>



**FY-2023  
PROPOSED BUDGET  
REVENUES**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>DESCRIPTION</b>					
<b>CARGO REVENUES</b>					
1 CT-Containers	23,317,520	22,556,267	22,808,882	761,253	508,638
2 CT Breakbulk	1,317,160	871,165	1,288,428	445,995	28,732
3 CT Unitized	11,107	14,884	10,865	-3,777	242
5 CT Ro/Ro	609,130	185,733	595,843	423,398	13,287
6 CT Devan/Stuff	83,742	59,824	81,915	23,918	1,827
7 CT Heavylift	67,170	32,225	65,704	34,944	1,465
8 CT Longlength	96,542	722	94,437	95,821	2,106
9 OUT-OF-GAUGE CARGO	142,209	204,387	139,107	-62,178	3,102
10 <b>CARGO THROUGHPUT REVENUES</b>	<b>25,644,580</b>	<b>23,925,207</b>	<b>25,085,180</b>	<b>1,719,373</b>	<b>559,400</b>
11					
12 <b>OTHER CARGO RELATED REVENUES</b>					
15 Transshipment Container	2,424,087	2,477,028	2,371,209	-52,941	52,878
16 Overstow Container	278,510	263,382	272,434	15,127	6,075
17 Shifted Container	1,180	2,981	1,155	-1,801	26
18 Rigged Container	57,623	50,421	56,366	7,201	1,257
19 REEFER CNTR-PLUG/UNPLUG	135,684	144,301	132,724	-8,617	2,960
20 Direct Labor Billed	3,975,739	3,305,102	3,889,014	670,637	86,725
21 Equipment Rental	264,742	283,960	258,967	-19,218	5,775
22 Port Entry Fee&Dockage	520,962	565,707	509,598	-44,745	11,364
23 Wharfage	5,999,258	5,474,822	5,868,393	524,436	130,865
24 Fuel Surcharge*	728,570	697,837	712,677	30,732	15,893
25 Maritime Security Fee*	217,677	208,401	212,928	9,276	4,748
26 <b>OTHER CARGO RELATED REVENUES</b>	<b>14,604,031</b>	<b>13,473,944</b>	<b>14,285,465</b>	<b>1,130,087</b>	<b>318,566</b>
27					
28 <b>TOTAL CARGO REVENUES</b>	<b>40,248,611</b>	<b>37,399,151</b>	<b>39,370,646</b>	<b>2,849,460</b>	<b>877,965</b>
29					
30 <b>FACILITIES REVENUES</b>					
31					
32 <b>Facility Usage</b>					
33 Facility-Usage-MOBIL	213,802	800,763	213,802	-586,961	0
35 Facility-Usage-TRISTAR	3,661,672	2,744,081	3,661,672	917,591	0
36 Cement Thruput	135,360	143,136	135,360	-7,776	0
37 <b>Facility Usage</b>	<b>4,010,835</b>	<b>3,687,981</b>	<b>4,010,835</b>	<b>322,854</b>	<b>0</b>
38					
39 <b>Space Rental</b>	<b>1,008,148</b>	<b>1,268,186</b>	<b>939,729</b>	<b>-260,038</b>	<b>68,419</b>
42 <b>Lease Income-GEDA</b>	<b>1,517,386</b>	<b>1,074,481</b>	<b>1,517,386</b>	<b>442,905</b>	<b>0</b>
44 <b>Common Area Maintenance</b>	<b>28,923</b>	<b>33,630</b>	<b>28,923</b>	<b>-4,707</b>	<b>0</b>
45 <b>Security Surcharge Rental</b>	<b>35,703</b>	<b>117,422</b>	<b>35,703</b>	<b>-81,719</b>	<b>0</b>
46					
47 <b>Marina Revenues</b>					
48 Water and Landside Activity	8,844	8,844	7,073	0	1,772
49 Gregorio D. Perez	62,734	62,734	62,659	0	75
50 Agat Marina	236,048	236,048	228,438	0	7,610
51 <b>Marina Revenues</b>	<b>307,626</b>	<b>307,626</b>	<b>298,170</b>	<b>0</b>	<b>9,456</b>
52					
53 <b>Harbor of Refuge</b>	<b>38,678</b>	<b>38,678</b>	<b>32,724</b>	<b>0</b>	<b>5,954</b>
54 <b>Demurrage</b>	<b>3,337,776</b>	<b>3,082,100</b>	<b>3,337,776</b>	<b>255,675</b>	<b>0</b>
55					
56 <b>TOTAL FACILITY REVENUES</b>	<b>10,285,074</b>	<b>9,610,103</b>	<b>10,201,245</b>	<b>674,970</b>	<b>83,829</b>
57					
58 <b>OTHER FEES &amp; SERVICES</b>					
61 Materials Used	1,342	1,342	0	0	1,342
62 Passenger Service	17,260	17,260	0	0	17,260
64 Bunker Services	11,473	14,271	11,473	-2,798	0
65 Special Services	53,955	87,161	53,955	-33,206	0
66 Elect. Power	20,456	20,524	20,456	-68	0
67 <b>TOTAL OTHER FEES &amp; SERVICES</b>	<b>104,486</b>	<b>140,558</b>	<b>85,885</b>	<b>-36,072</b>	<b>18,601</b>

**FY-2023  
PROPOSED BUDGET  
REVENUES**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
68					
69	<b>ADMINISTRATIVE FEES &amp; SERVICES</b>				
70	PAG Documentation	3,000	3,000	0	3,000
71	I.D. Badges	300	300	915	-615
72	Police Reports	12	12	8	5
75	Violation of Regulation Penalty	684	684	679	5
78	<b>TOTAL ADMINISTRATIVE FEES &amp; SERVICES</b>	<b>3,996</b>	<b>3,996</b>	<b>1,601</b>	<b>-605</b>
79					
80	<b>OTHER INCOME/EXPENSE</b>				
85					
86	<b>OTHER REIMBURSEMENTS</b>				
89	OAE Technical Services	3,100,000	1,125,000	8,841	3,091,159
91	Office of Highway Safety - A Dai He Hao	15,000	15,000	13,134	1,866
93	<b>TOTAL OTHER REIMBURSEMENTS</b>	<b>3,115,000</b>	<b>1,140,000</b>	<b>21,974</b>	<b>3,093,026</b>
94					
99	<b>TOTAL OTHER INCOME/EXPENSE</b>	<b>3,115,000</b>	<b>1,140,000</b>	<b>21,974</b>	<b>3,093,026</b>
100					
101	<b>TOTAL NON CARGO REVENUES</b>	<b>13,508,556</b>	<b>10,894,658</b>	<b>10,310,705</b>	<b>3,194,850</b>
102					
103	<b>TOTAL CARGO/NON-CARGO REVENUES</b>	<b>53,757,167</b>	<b>48,293,809</b>	<b>49,681,351</b>	<b>4,072,816</b>
104					
105	<b>REIMBURSEMENTS</b>				
106	<b>FEDERAL REIMBURSEMENT</b>				
107	Miscellaneous Expense			30,833	-30,833
108	MARAD	1,818,243	761,666	0	1,818,243
112	Department of Administration			22,500,000	-22,500,000
113	Fed Reim-DOI Fish&Wild	1,121,348	829,916	0	1,121,348
118	Fed Reim-HS 2017 PSGP		520,126	0	0
119	Fed Reim-HS 2018 PSGP	376,881	124,569	207,791	169,090
117	Fed Reim-HS 2021 PSGP	122,084		260,817	-138,733
120	Fed Reim-OEA Owners		914,193	673,984	-673,984
128	Fed Reim-FEMA	210,477		21,278	189,199
129	Fed Reim-FEMA Typhoon	353,679	2,862	10,205	343,473
130	Hazard Mitigation	329,285	477,942	0	329,285
131	OIA	162,082	558,200	0	162,082
132	EDA	1,072,485	1,508,182	0	1,072,485
133	<b>FEDERAL REIMBURSEMENT</b>	<b>5,566,563</b>	<b>5,697,656</b>	<b>23,704,909</b>	<b>-18,138,345</b>
139					
140	<b>TOTAL REIMBURSEMENTS</b>	<b>5,566,563</b>	<b>5,697,656</b>	<b>23,704,909</b>	<b>-18,138,345</b>
141					
142	<b>MISCELLANEOUS INCOME</b>				
144	Interest Income-Billing	83,674	83,674	86,967	-3,293
145	Interest Income-Bond	1,671,057	1,671,057	37,630	1,633,427
146	Interest Income-Investment	195,306	195,306	21,314	173,991
147	Miscellaneous Income	0	0	86,692	-86,692
148	Gain <Loss> on Asset	0	0	0	0
149	<b>MISCELLANEOUS INCOME</b>	<b>1,950,037</b>	<b>1,950,037</b>	<b>232,603</b>	<b>1,717,434</b>
150					
151	-----	-----	-----	-----	-----
152	<b>GRAND TOTAL REVENUES</b>	<b>61,273,767</b>	<b>55,941,502</b>	<b>73,618,863</b>	<b>-12,348,096</b>



**FY-2023  
PROPOSED BUDGET  
GENERAL EXPENSE**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>	
<b>GENERAL EXPENSE</b>						
1	<b>OTHER BENEFITS</b>					
2	Recognition Awards	55,000	50,000	54,046	5,000	954
5	<b>TOTAL OTHER BENEFITS</b>	<b>55,000</b>	<b>50,000</b>	<b>54,046</b>	<b>5,000</b>	<b>954</b>
6						
7	<b>OTHER PERSONNEL COSTS</b>					
8	Workmen's Compensation	65,000	65,000	16,628	0	48,372
9	Drug Program	15,000	15,000	11,327	0	3,673
10	<b>TOTAL OTHER PERSONNEL COSTS</b>	<b>80,000</b>	<b>80,000</b>	<b>27,955</b>	<b>0</b>	<b>52,045</b>
11						
12	<b>COMMUNICATIONS</b>					
13	Long Distance	650	650	0	0	650
14	Telephone	100,000	75,754	139,268	24,246	-39,268
15	Telephone System Maintenance	25,000	25,000	0	0	25,000
16	Internet Access	100,000	125,000	22,275	-25,000	77,725
18	<b>TOTAL COMMUNICATIONS</b>	<b>225,650</b>	<b>226,404</b>	<b>161,543</b>	<b>-754</b>	<b>64,107</b>
19						
20	<b>UTILITIES</b>					
21	Water	400,000	400,000	291,566	0	108,434
22	Power	1,000,000	900,000	725,692	100,000	274,308
23	Trash Removal	75,000	75,000	0	0	75,000
24	<b>TOTAL UTILITIES</b>	<b>1,475,000</b>	<b>1,375,000</b>	<b>1,017,257</b>	<b>100,000</b>	<b>457,743</b>
25						
26	<b>GENERAL INSURANCE</b>					
27	Insurance	3,414,945	3,126,900	3,104,496	288,045	310,449
28	Workmen's Compensation Insurance	150,000	150,000	4,550	0	145,450
29	<b>TOTAL GENERAL INSURANCE</b>	<b>3,564,945</b>	<b>3,276,900</b>	<b>3,109,046</b>	<b>288,045</b>	<b>455,899</b>
30						
31	<b>REPAIRS AND MAINTENANCE</b>					
32	Maintenance-PAG Gulf Pier	72,000	72,000	72,000	0	0
33	Maintenance-PAG F1 Pier	178,463	40,000	178,463	138,463	0
34	Building Maintenance	5,000	5,000	0	0	5,000
36	<b>TOTAL REPAIRS AND MAINTENANCE</b>	<b>255,463</b>	<b>117,000</b>	<b>250,463</b>	<b>138,463</b>	<b>5,000</b>
37						
38	<b>DEPRECIATION EXPENSE</b>					
39	Depreciation	5,200,000	5,487,401	5,170,644	-287,401	29,356
40	<b>TOTAL DEPRECIATION EXPENSE</b>	<b>5,200,000</b>	<b>5,487,401</b>	<b>5,170,644</b>	<b>-287,401</b>	<b>29,356</b>
41						
42	<b>DAMAGE, SHORTAGE, WRITEOFF</b>					
47	Claims Cargo Shortage	15,000	15,000	0	0	15,000
50	<b>TOTAL DAMAGE, SHORTAGE, WRITEOFF</b>	<b>15,000</b>	<b>15,000</b>	<b>0</b>	<b>0</b>	<b>15,000</b>
51						
52	<b>MISCELLANEOUS</b>					
53	Contingencies	4,000	0	3,797	4,000	203
54	Natural Disaster Emergency Fund	15,000	15,000	1,291	0	13,709
55	Board of Director's Expense	6,500	6,500	2,325	0	4,175
57	I.D. TWIC	14,000	7,000	13,339	7,000	661
58	Pump Out Station	5,000	5,000	0	0	5,000
59	GPS/Track Me Guam	39,000	39,000	21,165	0	17,835
60	<b>TOTAL MISCELLANEOUS</b>	<b>83,500</b>	<b>72,500</b>	<b>41,918</b>	<b>11,000</b>	<b>41,582</b>
61						
62	<b>AGENCY &amp; MANAGEMENT FEE'S</b>					
63	Agency Fees	8,000	7,500	7,788	500	212
64	Mobil Manager's Fee	9,500	105,412	9,414	-95,912	86
65	Tristar Manager's Fee	965,000	619,823	964,789	345,177	211
66	<b>TOTAL AGENCY &amp; MANAGEMENT FEE'S</b>	<b>982,500</b>	<b>732,735</b>	<b>981,991</b>	<b>249,765</b>	<b>509</b>
67						

**FY-2023  
PROPOSED BUDGET  
GENERAL EXPENSE**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>DESCRIPTION</b>					
68 <b>PROFESSIONAL SERVICES</b>					
69 <i>Audit &amp; Accounting Fees</i>	52,500	49,000	52,500	3,500	0
70 <i>Environmental Compliance-SWPP</i>	35,000	35,000	89,382	0	-54,382
71 <i>G4S M&amp;S</i>	130,000	130,000	0	0	130,000
74 <i>Owner's Agent Engineer (WSP)</i>	225,000	50,000	221,807	175,000	3,193
78 <i>PUC Consultant/Legal</i>	50,000	50,000	23,403	0	26,597
79 <i>PUC Assessment Fee</i>	115,000	110,000	111,375	5,000	3,625
83 <i>Legal Counsel</i>	50,000	50,000	7,470	0	42,530
84 <i>Bank Service Fee - BOG</i>	2,000	1,500	1,044	500	956
85 <i>Bank Service Fee - BOG CC</i>	6,500	6,000	6,389	500	111
88 <i>Fire Sprinkler/Alarm Certification</i>	50,000	50,000	0	0	50,000
89 <b>TOTAL PROFESSIONAL SERVICES</b>	<b>716,000</b>	<b>531,500</b>	<b>513,371</b>	<b>184,500</b>	<b>202,629</b>
90					
91 <b>OTHER CONTRACTUAL</b>					
92 <i>Temporary Staffing</i>	300,000	300,000	0	0	300,000
94 <i>Medical Exams</i>	20,000	20,000	3,570	0	16,430
95 <b>TOTAL OTHER CONTRACTUAL</b>	<b>320,000</b>	<b>320,000</b>	<b>3,570</b>	<b>0</b>	<b>316,430</b>
110					
111 <b>TOTAL GENERAL EXPENSE</b>	<b>12,973,058</b>	<b>12,284,440</b>	<b>11,331,803</b>	<b>688,618</b>	<b>1,641,254</b>
112					
113 <b>NON-OPERATING EXPENSE</b>					
118					
119 <b>INTEREST EXPENSE</b>					
120 <i>Miscellaneous Expense</i>	10,000	10,000	0	0	10,000
121 <i>Bond Annual Fees</i>	43,500	43,500	3,000	0	40,500
122 <i>Bond Interest General Expense</i>	2,991,215	2,991,215	2,122,491	0	868,724
126 <b>TOTAL INTEREST EXPENSE</b>	<b>3,044,715</b>	<b>3,044,715</b>	<b>2,125,491</b>	<b>0</b>	<b>919,224</b>
127					
128 <b>RETIREMENT GOVT CONTRIBUTION</b>					
129 <i>Retirement COLA Benefits</i>	660,000	660,000	660,000	0	0
130 <i>Retirees Gov't Contribution (Med,Den,Life)</i>	1,800,000	1,650,000	1,739,196	150,000	60,804
131 <i>Retirement Supplemental Benefits</i>	447,819	447,819	365,450	0	82,369
133 <b>TOTAL RETIREMENT GOVT CONTRIBUTION</b>	<b>2,907,819</b>	<b>2,757,819</b>	<b>2,764,646</b>	<b>150,000</b>	<b>143,173</b>
134					
135 <b>FEDERAL EXPENSES</b>					
136 <i>Homeland Security</i>	15,000	15,000	53,043	0	-38,043
137 <i>MARAD</i>	195,444	195,444	0	0	195,444
138 <i>FEMA PSGP</i>	145,931	145,931	0	0	145,931
139 <i>U.S. DOH-FEMA EMI</i>			0	0	0
140 <i>OAE Technical Services</i>	1,480,685	1,480,685	648,989	0	831,696
141 <i>Office of Highway Safety - A Dai He Hao</i>			5,981	0	-5,981
142 <b>TOTAL FEDERAL EXPENSES</b>	<b>1,837,060</b>	<b>1,837,060</b>	<b>708,013</b>	<b>0</b>	<b>1,129,047</b>
143					
144 <b>GAIN (LOSS) OM ASSET</b>					
145 <i>Loss on Asset Disposals</i>	10,000	10,000	0	0	10,000
146 <b>TOTAL GAIN (LOSS) OM ASSET</b>	<b>10,000</b>	<b>10,000</b>	<b>0</b>	<b>0</b>	<b>10,000</b>
147					
148 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>7,799,594</b>	<b>7,649,594</b>	<b>5,598,150</b>	<b>150,000</b>	<b>2,201,445</b>
149					
150 <b>TOTAL NON DIVISIONAL/GENERAL EXPENSE</b>	<b>20,772,652</b>	<b>19,934,034</b>	<b>16,929,953</b>	<b>838,618</b>	<b>3,842,699</b>



**FY-2023  
PROPOSED BUDGET  
CRANES**

	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>CRANE REVENUES</b>					
1 Crane Surcharge*	5,904,864	5,750,993	5,904,864	153,870	0
2 <b>TOTAL CRANE REVENUES</b>	<b>5,904,864</b>	<b>5,750,993</b>	<b>5,904,864</b>	<b>153,870</b>	<b>0</b>
3					
<b>GANTRY GENERAL EXPENSE</b>					
6 Insurance	314,600	286,000	270,000	28,600	44,600
7 <b>TOTAL GENERAL EXPENSE</b>	<b>314,600</b>	<b>286,000</b>	<b>270,000</b>	<b>28,600</b>	<b>44,600</b>
8					
<b>REPAIRS AND MAINTENANCE- SUB</b>					
10 Crane Maintenance Division	2,457,042	2,788,287	2,512,449	-331,245	-55,407
15 GANTRY 4, 5 & 6 Corrosion	50,000	50,000	52,942	0	-2,942
17 GANTRY 4, 5 & 6 Fuel	200,000	200,000	310,820	0	-110,820
19 GANTRY 4, 5 & 6 Materials/Parts	300,000	300,000	172,239	0	127,761
20 GANTRY 4, 5 & 6 Outside Labor/Services	100,000	100,000	24,880	0	75,120
24 Professional Services	10,000	10,000	0	0	10,000
25 Machine Shop	15,000	15,000	2,775	0	12,225
26 Rewinding Motors & Generators	10,000	10,000	0	0	10,000
27 Trolley Wheels 8 ea	20,000	20,000	0	0	20,000
29 <b>TOTAL REPAIRS AND MAINTENANCE- SUB</b>	<b>3,162,042</b>	<b>3,493,287</b>	<b>3,076,105</b>	<b>-331,245</b>	<b>85,938</b>
30					
<b>DEPRECIATION EXPENSE</b>					
32 Depreciation	1,000,000	1,000,000	906,489	0	93,511
33 <b>TOTAL DEPRECIATION EXPENSE</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>906,489</b>	<b>0</b>	<b>93,511</b>
34					
<b>PROFESSIONAL SERVICES</b>					
36 PMC Management Fee-Cranes	300,000	300,000	74,231	0	225,769
37 Caterpillar Service Contract	50,000	50,000	0	0	50,000
38 Crane Certification	25,000	25,000	16,425	0	8,575
39 <b>TOTAL PROFESSIONAL SERVICES</b>	<b>375,000</b>	<b>375,000</b>	<b>90,656</b>	<b>0</b>	<b>284,344</b>
40					
41 <b>TOTAL GENERAL EXPENSE-CRANE</b>	<b>4,851,642</b>	<b>5,154,287</b>	<b>4,343,249</b>	<b>-302,645</b>	<b>508,393</b>
42					
<b>INTEREST EXPENSE</b>					
44 Bond Interest Crane Expense	450,000	450,000	402,910	0	47,090
45 <b>TOTAL INTEREST EXPENSE</b>	<b>450,000</b>	<b>450,000</b>	<b>402,910</b>	<b>0</b>	<b>47,090</b>
46					
47 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>450,000</b>	<b>450,000</b>	<b>402,910</b>	<b>0</b>	<b>47,090</b>
48					
49 <b>TOTAL NON DIVISIONAL/GENERAL EXPENSE</b>	<b>5,301,642</b>	<b>5,604,287</b>	<b>4,746,159</b>	<b>-302,645</b>	<b>555,483</b>
50					
51 <b>TOTAL NET INCOME/LOSS</b>	<b>603,221</b>	<b>146,706</b>		<b>456,515</b>	
53 Crane Reserve Fund 9.5%	560,962	546,344			

**FY-2023  
PROPOSED BUDGET  
CRANES**

<b>GANTRY 4, 5 &amp; 6 CIP's</b>	<b>Funding</b>
<b><u>FY-2023 Request</u></b>	
Crane Shop Overhang	<b>40,000</b>
OSHA Inspection: Crane Shop Overhang	<b>35,000</b>
Crane Shop Overhead Netting to Catch Falling Spalls	<b>10,000</b>
Operators Cab	<b>500,000</b>
ABB Tune Up	<b>20,000</b>
NDT	<b>25,000</b>
Trolley Rail Repair	<b>150,000</b>
Spare Engine Overhaul	<b>100,000</b>
OSHA Inspection: Crane Shop Overhang	<b>30,000</b>
Install Fencing Below Office and Break Room	<b>20,000</b>
Shop Air Compressor	<b>30,000</b>
Heavy Duty Drill Press	<b>5,000</b>
	<b>965,000</b>



**FY-2023  
PROPOSED BUDGET  
CRANE DIVISION**

<b>BUSINESS UNIT: 411</b>	<b>SECTION: CRANE MAINTENANCE</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	546,862	703,130	532,829	-156,269	14,033
Holiday Work	19,063	14,600	19,063	4,463	0
Sick Leave Used			73,193	0	-73,193
Annual Leave Earned	57,610		0	57,610	57,610
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	(16,341)	(32,743)	0	16,402	-16,341
Regular Salaries	<b>607,194</b>	<b>684,987</b>	<b>625,085</b>	<b>-77,793</b>	<b>-17,891</b>
Night Differential/Hazard Pay	58,044	89,205	58,044	-31,161	0
Overtime	110,000	110,000	123,705	0	-13,705
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>775,238</b>	<b>884,192</b>	<b>806,834</b>	<b>-108,954</b>	<b>-31,596</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	186,143	200,209	177,617	-14,066	8,526
Death & Disability	1,931	1,977	1,931	-46	0
Hospital Insurance	89,504	85,389	89,504	4,115	0
Life Insurance	1,810	2,014	1,810	-205	0
Dental Insurance	3,589	3,240	3,589	349	0
Medicare	12,173	12,918	11,615	-745	558
Labor Cost Benefits	(7,141)	(13,484)	0	6,343	-7,141
<b>TOTAL PERSONNEL BENEFITS</b>	<b>288,008</b>	<b>292,263</b>	<b>286,066</b>	<b>-4,255</b>	<b>1,942</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Operational Supplies	20,000	20,000	19,316	0	684
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>20,000</b>	<b>20,000</b>	<b>19,316</b>	<b>0</b>	<b>684</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	1,250	1,250	0	0	1,250
Power & Hand Tools	1,500	1,500	0	0	1,500
Safety Equipment	2,500	2,500	0	0	2,500
Shop Equipment	3,000	3,000	0	0	3,000
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>8,250</b>	<b>8,250</b>	<b>0</b>	<b>0</b>	<b>8,250</b>
<b>Overhead Allocation</b>					
OH-Benefits	425,819	444,314	425,819	-18,496	0
OH-Overtime	130,000	127,342	164,687	2,658	-34,687
OH-Salaries & Wages	809,727	1,011,926	809,727	-202,198	0
<b>TOTAL OVERHEAD ALLOCATION</b>	<b>1,365,546</b>	<b>1,583,583</b>	<b>1,400,233</b>	<b>-218,036</b>	<b>-34,687</b>
<b>DEPARTMENT TOTAL</b>	<b>2,457,042</b>	<b>2,788,287</b>	<b>2,512,449</b>	<b>-331,245</b>	<b>-55,407</b>

**FY-2023  
PROPOSED BUDGET  
FACILITY MAINTENANCE FEE**

DESCRIPTION	GL Acct #	FY-2023 Proposed Budget	FY-2022 Approved Budget	FY-2022 Antcpd EOY	FY-23 Prop vs FY-22 Appr	FY-23 Prop vs FY-22 Antcpd EOY
<b>FMF REVENUES</b>						
1 Facility Maintenance Fee	60.5841	1,899,652	1,762,308	1,899,652	137,343	0
2 <b>TOTAL FMF REVENUES</b>		<b>1,899,652</b>	<b>1,762,308</b>	<b>1,899,652</b>	<b>137,343</b>	<b>0</b>
3						
<b>FMF GENERAL EXPENSE</b>						
5 2018 Bond Int Exp-FMF	70.9213.BONDFMF	580,000	580,000	520,548	0	59,452
6 Cathodic Services				0	0	0
7 Other FMF Small Projects				0	0	0
8 <b>TOTAL REPAIRS AND MAINTENANCE</b>		<b>580,000</b>	<b>580,000</b>	<b>520,548</b>	<b>0</b>	<b>59,452</b>
9						
10 <b>TOTAL FMF GENERAL EXPENSE</b>		<b>580,000</b>	<b>580,000</b>	<b>520,548</b>	<b>0</b>	<b>59,452</b>
11						
12 <b>TOTAL NET INCOME/LOSS</b>		<b>1,319,652</b>	<b>1,182,308</b>	<b>-1,379,104</b>	<b>-137,343</b>	<b>59,452</b>
<b>FACILITY MAINTENANCE CAPITAL IMPROVEMENT PROJECTS</b>						
A.) The following are list of projects that are currently ongoing, in the planning and design stage and future construction projects. Please note they are not in any order of priority						
<b>DESCRIPTION</b>	<b>GL ACCT #</b>					<b>Funding</b>
13 Installation Of Reefer Receptacles						FMF
14 Remove and Replace Terminal Gate Booths 1, 2, & 3						FMF
15 Disposal of Assets (Gantry's, RTG's, and MHC)						FMF
16 EQMR Building Repair						FMF
Drainage Grating Replacement						FMF
F-5 Cathodic Protection						FMF
Waterline Replacement						FMF



**FY-2023  
PROPOSED BUDGET  
DIVISIONAL SUMMARY**

<b>SECTION</b>	<b>BUSINESS UNIT</b>	<b>FY-2023 Proposed Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>General Mgr/Deputy Gen. Mgr</b>	101	1,002,386	851,787	902,270	150,599	100,116
<b>Harbor Master</b>	121	1,076,516	1,039,335	902,964	37,181	173,553
<b>Port Police</b>	122	3,724,497	3,468,884	3,502,347	255,613	222,150
<b>Occupational &amp; Safety</b>	123	943,414	1,172,835	737,227	-229,421	206,187
<b>Strategic Planning</b>	145	330,691	261,515	634,454	69,176	-303,763
<b>Public Relations/Marketing</b>	150	380,420	497,750	269,694	-117,330	110,726
<b>Operations Manager</b>	300	843,416	775,826	717,359	67,591	126,057
<b>Stevedoring</b>	310-313	4,867,732	4,547,527	4,411,485	320,205	456,247
<b>Terminal</b>	320	3,415,970	3,307,406	3,044,311	108,564	371,659
<b>Transportation</b>	330-333	5,625,853	6,361,088	5,392,511	-735,236	233,341
<b>Maintenance</b>	400-414,430	3,525,319	3,045,615	4,321,410	479,705	-796,091
<b>Facility Maintenance</b>	420-423	1,817,992	1,472,241	2,111,808	345,751	-293,815
<b>Corporate Services</b>	600	512,240	622,121	472,563	-109,882	39,676
<b>Administrative Services</b>	610	323,824	369,677	293,752	-45,853	30,071
<b>Human Resources</b>	620	951,301	1,182,380	690,284	-231,079	261,017
<b>Procurement/Supply</b>	630-632	1,152,000	1,072,492	1,027,043	79,507	124,956
<b>Engineering/CIP</b>	640	320,787	247,704	439,595	73,084	-118,807
<b>Commercial</b>	650	621,177	682,389	536,771	-61,211	84,406
<b>Information Technology</b>	670	1,223,496	1,069,297	1,302,056	154,199	-78,560
<b>Finance</b>	675-685,140	2,235,485	1,944,056	2,086,300	291,428	149,185
<b>Vacancies/Benefits</b>		1,200,000	1,200,000	0	0	1,200,000
<b>TOTAL DIVISION/SECTION EXPENSE</b>		<b>36,094,518</b>	<b>35,191,928</b>	<b>33,796,204</b>	<b>902,591</b>	<b>2,298,314</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 101</b>	<b>SECTION: GENERAL MANAGER'S OFFICE</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	664,203	607,687	630,004	56,515	34,199
Holiday Work	-	-	0	0	0
Sick Leave Used			3,235	0	-3,235
Annual Leave Earned	59,545		0	59,545	59,545
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	723,748	607,687	633,239	116,061	90,509
Night Differential/Hazard Pay	-	-	0	0	0
Overtime			0	0	0
Labor Cost Overtime	-		0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>723,748</b>	<b>607,687</b>	<b>633,239</b>	<b>116,061</b>	<b>90,509</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	197,933	173,787	188,867	24,146	9,066
Death & Disability	1,475	958	1,475	517	0
Hospital Insurance	23,435	20,291	23,435	3,144	0
Life Insurance	1,067	850	1,067	218	0
Dental Insurance	1,480	1,134	1,480	346	0
Medicare	9,424	9,420	8,992	4	432
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>234,814</b>	<b>206,440</b>	<b>225,317</b>	<b>28,374</b>	<b>9,497</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	4,000	4,000	2,659	0	1,341
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>4,000</b>	<b>4,000</b>	<b>2,659</b>	<b>0</b>	<b>1,341</b>
<b>CONTRACTUALS</b>					
Professional Services	100	100	30	0	70
<b>TOTAL CONTRACTUALS</b>	<b>100</b>	<b>100</b>	<b>30</b>	<b>0</b>	<b>70</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	32,224	26,060	41,025	6,164	-8,801
Miscellaneous Others	7,500	7,500	0	0	7,500
<b>TOTAL MISCELLANEOUS</b>	<b>39,724</b>	<b>33,560</b>	<b>41,025</b>	<b>6,164</b>	<b>-1,301</b>
<b>DEPARTMENT TOTAL</b>	<b>1,002,386</b>	<b>851,787</b>	<b>902,270</b>	<b>150,599</b>	<b>100,116</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 121</b>	<b>SECTION: HARBOR MASTER DIVISION</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	630,669	675,464	556,087	-44,794	74,582
Holiday Work	25,844	20,222	25,844	5,622	0
Sick Leave Used			33,162	0	-33,162
Annual Leave Earned	52,031		-	52,031	52,031
Comp Time Taken	-	-	-	0	0
Typhoon Salaries	-	-	-	0	0
Labor Cost Salaries	-	-	-	0	0
Regular Salaries	<b>708,544</b>	<b>695,685</b>	<b>615,093</b>	<b>12,858</b>	<b>93,451</b>
Night Differential/Hazard Pay	20,058	19,702	20,058	356	0
Overtime	15,000	14,000	17,586	1,000	-2,586
Labor Cost Overtime	-	-	-	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>743,602</b>	<b>729,388</b>	<b>652,736</b>	<b>14,214</b>	<b>90,865</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	178,996	190,998	170,798	-12,002	8,198
Death & Disability	1,981	1,980	1,981	1	0
Hospital Insurance	58,396	38,930	58,396	19,465	0
Life Insurance	1,595	1,465	1,595	131	0
Dental Insurance	2,295	1,818	2,295	477	0
Medicare	9,451	10,557	9,018	-1,106	433
Labor Cost Benefits	-	-	-	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>252,715</b>	<b>245,748</b>	<b>244,083</b>	<b>6,967</b>	<b>8,631</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,500	1,500	272	0	1,228
Operational Supplies	700	700	731	0	-31
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>2,200</b>	<b>2,200</b>	<b>1,003</b>	<b>0</b>	<b>1,197</b>
<b>CONTRACTUALS</b>					
Communication Maintenance	8,000	6,000	3,945	2,000	4,055
Professional Services	3,000	-	-	3,000	3,000
Underwater Diving Services	60,000	50,000	-	10,000	60,000
<b>TOTAL CONTRACTUALS</b>	<b>71,000</b>	<b>56,000</b>	<b>3,945</b>	<b>15,000</b>	<b>67,055</b>
<b>Furnishing &amp; Equipment</b>					
Communication Equipment	4,000	4,000	1,196	0	2,805
Office Equipment	3,000	2,000	-	1,000	3,000
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>7,000</b>	<b>6,000</b>	<b>1,196</b>	<b>1,000</b>	<b>5,805</b>
<b>DEPARTMENT TOTAL</b>	<b>1,076,516</b>	<b>1,039,335</b>	<b>902,964</b>	<b>37,181</b>	<b>173,553</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 122</b>		<b>SECTION: PORT POLICE DIVISION</b>			
<b>OBJECT</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>CLASSIFICATION/ITEM</b>					
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	2,002,602	1,969,208	2,139,822	33,395	-137,220
Holiday Work	61,153	57,445	61,153	3,708	0
Sick Leave Used			93,000	0	-93,000
Annual Leave Earned	178,495		0	178,495	178,495
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	(53,748)	0	53,748	0
Regular Salaries	<b>2,242,250</b>	<b>1,972,905</b>	<b>2,293,975</b>	<b>269,345</b>	<b>-51,725</b>
Night Differential/Hazard Pay	64,470	68,711	64,470	-4,241	0
Overtime	300,000	410,000	177,430	-110,000	122,570
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>2,606,720</b>	<b>2,451,616</b>	<b>2,535,876</b>	<b>155,104</b>	<b>70,845</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	674,687	576,808	643,786	97,879	30,902
Death & Disability	13,479	12,889	13,479	589	0
Hospital Insurance	193,946	210,875	193,946	-16,929	0
Life Insurance	5,746	6,401	5,746	-654	0
Dental Insurance	9,833	10,499	9,833	-666	0
Medicare	38,085	39,930	36,341	-1,844	1,744
Labor Cost Benefits	-	(22,134)	0	22,134	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>935,777</b>	<b>835,268</b>	<b>903,131</b>	<b>100,509</b>	<b>32,646</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	4,000	4,000	2,688	0	1,312
Operational Supplies	100,000	100,000	19,500	0	80,500
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>104,000</b>	<b>104,000</b>	<b>22,188</b>	<b>0</b>	<b>81,812</b>
<b>CONTRACTUALS</b>					
Professional Services	70,000	70,000	41,019	0	28,981
<b>TOTAL CONTRACTUALS</b>	<b>70,000</b>	<b>70,000</b>	<b>41,019</b>	<b>0</b>	<b>28,981</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	4,000	4,000	0	0	4,000
Safety Equipment	4,000	4,000	134	0	3,866
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>8,000</b>	<b>8,000</b>	<b>134</b>	<b>0</b>	<b>7,866</b>
<b>DEPARTMENT TOTAL</b>	<b>3,724,497</b>	<b>3,468,884</b>	<b>3,502,347</b>	<b>255,613</b>	<b>222,150</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 123</b>		<b>SECTION: OCCUPATIONAL HEALTH AND SAFETY DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	503,440	656,356	437,546	-152,915	65,894
Holiday Work	5,153	3,413	5,153	1,741	0
Sick Leave Used			9,260	0	-9,260
Annual Leave Earned	35,409		0	35,409	35,409
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	<b>544,002</b>	<b>659,768</b>	<b>451,959</b>	<b>-115,766</b>	<b>92,043</b>
Night Differential/Hazard Pay	7,739	7,685	7,739	54	0
Overtime	25,000	50,000	14,913	-25,000	10,087
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>576,741</b>	<b>717,453</b>	<b>474,611</b>	<b>-140,712</b>	<b>102,130</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	138,281	202,671	131,947	-64,390	6,333
Death & Disability	2,895	3,563	2,895	-669	0
Hospital Insurance	58,849	54,036	58,849	4,813	0
Life Insurance	1,361	2,174	1,361	-813	0
Dental Insurance	2,081	7,645	2,081	-5,565	0
Medicare	7,082	11,292	6,757	-4,210	324
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>210,548</b>	<b>281,382</b>	<b>203,890</b>	<b>-70,834</b>	<b>6,658</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	4,000	4,000	1,874	0	2,126
Operational Supplies	25,000	25,000	5,860	0	19,140
Operational Supplies Environmental	35,000	40,000	20,822	-5,000	14,178
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>64,000</b>	<b>69,000</b>	<b>28,555</b>	<b>-5,000</b>	<b>35,445</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	7,000	5,000	0	2,000	7,000
Safety Equipment	85,125	100,000	30,171	-14,875	54,954
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>92,125</b>	<b>105,000</b>	<b>30,171</b>	<b>-12,875</b>	<b>61,954</b>
<b>DEPARTMENT TOTAL</b>	<b>943,414</b>	<b>1,172,835</b>	<b>737,227</b>	<b>-229,421</b>	<b>206,187</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 145</b>		<b>SECTION: STRATEGIC PLANNING DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	559,115	508,051	450,887	51,063	108,228
Holiday Work	-	-	0	0	0
Sick Leave Used			17,774	0	-17,774
Annual Leave Earned	45,654		0	45,654	45,654
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	(317,045)	(297,647)	-2,670	-19,398	-314,375
Regular Salaries	287,724	210,405	465,991	77,319	-178,267
Night Differential/Hazard Pay	-	-	0	0	0
Overtime	-	-	0	0	0
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>287,724</b>	<b>210,405</b>	<b>465,991</b>	<b>77,319</b>	<b>-178,267</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	148,410	141,477	141,612	6,932	6,797
Death & Disability	1,132	1,142	1,132	-11	0
Hospital Insurance	17,972	16,711	17,972	1,260	0
Life Insurance	1,080	1,104	1,080	-23	0
Dental Insurance	1,611	1,444	1,611	167	0
Medicare	6,512	7,214	6,214	-702	298
Labor Cost Benefits	(138,549)	(122,571)	-2,073	-15,978	-136,476
<b>TOTAL PERSONNEL BENEFITS</b>	<b>38,168</b>	<b>46,522</b>	<b>167,548</b>	<b>-8,354</b>	<b>-129,381</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,600	800	915	800	685
Operational Supplies	600	500	0	100	600
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>2,200</b>	<b>1,300</b>	<b>915</b>	<b>900</b>	<b>1,285</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	-	800	0	-800	0
Safety Equipment	100	300	0	-200	100
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>100</b>	<b>1,100</b>	<b>0</b>	<b>-1,000</b>	<b>100</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	2,500	2,188	0	312	2,500
<b>TOTAL MISCELLANEOUS</b>	<b>2,500</b>	<b>2,188</b>	<b>0</b>	<b>312</b>	<b>2,500</b>
<b>DEPARTMENT TOTAL</b>	<b>330,691</b>	<b>261,515</b>	<b>634,454</b>	<b>69,176</b>	<b>-303,763</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 150</b>		<b>SECTION: MARKETING/PUBLIC RELATIONS DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	254,280	351,582	164,048	-97,302	90,232
Holiday Work	-	-	0	0	0
Sick Leave Used	-	-	27,498	0	-27,498
Annual Leave Earned	23,254	-	0	23,254	23,254
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	277,534	351,582	191,545	-74,048	85,988
Night Differential/Hazard Pay	-	-	0	0	0
Overtime	-	-	0	0	0
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>277,534</b>	<b>351,582</b>	<b>191,545</b>	<b>-74,048</b>	<b>85,988</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	66,630	99,291	63,578	-32,661	3,052
Death & Disability	542	494	542	48	0
Hospital Insurance	5,788	8,215	5,788	-2,427	0
Life Insurance	383	549	383	-166	0
Dental Insurance	543	674	543	-130	0
Medicare	3,000	7,446	2,863	-4,446	137
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>76,887</b>	<b>116,668</b>	<b>73,698</b>	<b>-39,781</b>	<b>3,189</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	2,000	2,000	801	0	1,199
Operational Supplies	3,000	3,000	0	0	3,000
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>5,000</b>	<b>5,000</b>	<b>801</b>	<b>0</b>	<b>4,199</b>
<b>CONTRACTUALS</b>					
Advertising	7,000	7,000	0	0	7,000
Other Contractual Services	10,000	15,000	743	-5,000	9,258
<b>TOTAL CONTRACTUALS</b>	<b>17,000</b>	<b>22,000</b>	<b>743</b>	<b>-5,000</b>	<b>16,258</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	2,500	1,000	2,907	1,500	-407
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>2,500</b>	<b>1,000</b>	<b>2,907</b>	<b>1,500</b>	<b>-407</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	1,500	1,500	0	0	1,500
<b>TOTAL MISCELLANEOUS</b>	<b>1,500</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>1,500</b>
<b>DEPARTMENT TOTAL</b>	<b>380,420</b>	<b>497,750</b>	<b>269,694</b>	<b>-117,330</b>	<b>110,726</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 300</b>	<b>SECTION: OPERATIONS MANAGER</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	488,372	531,825	457,437	-43,453	30,935
Holiday Work	2,712	-	2,712	2,712	0
Sick Leave Used			23,555	0	-23,555
Annual Leave Earned	53,430		0	53,430	53,430
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	<b>544,514</b>	<b>531,825</b>	<b>483,704</b>	<b>12,689</b>	<b>60,810</b>
Night Differential/Hazard Pay	-	56	0	-56	0
Overtime	-	-	0	0	0
Labor Cost Overtime	-		0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>544,514</b>	<b>531,881</b>	<b>483,704</b>	<b>12,633</b>	<b>60,810</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	156,529	146,288	149,360	10,241	7,169
Death & Disability	-	-	0	0	0
Hospital Insurance	22,667	25,042	22,667	-2,375	0
Life Insurance	1,095	974	1,095	120	0
Dental Insurance	1,366	1,098	1,366	268	0
Medicare	7,045	5,982	6,723	1,063	323
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>188,702</b>	<b>179,385</b>	<b>181,210</b>	<b>9,317</b>	<b>7,492</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	200	200	109	0	91
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>200</b>	<b>200</b>	<b>109</b>	<b>0</b>	<b>91</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	30,000	10,360	11,360	19,640	18,640
Safety Equipment	80,000	54,000	40,976	26,000	39,024
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>110,000</b>	<b>64,360</b>	<b>52,336</b>	<b>45,640</b>	<b>57,664</b>
<b>DEPARTMENT TOTAL</b>	<b>843,416</b>	<b>775,826</b>	<b>717,359</b>	<b>67,591</b>	<b>126,057</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 310-313</b>		<b>SECTION: STEVEDORING DIVISON</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	2,832,148	2,835,838	2,482,456	-3,690	349,693
Holiday Work	20,431	19,562	20,431	869	0
Sick Leave Used	-	-	77,675	0	-77,675
Annual Leave Earned	208,518	-	0	208,518	208,518
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	3,061,098	2,855,400	2,580,562	205,697	480,536
Night Differential/Hazard Pay	176,783	156,621	176,783	20,161	0
Overtime	550,000	385,000	613,842	165,000	-63,842
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>3,787,880</b>	<b>3,397,022</b>	<b>3,371,187</b>	<b>390,858</b>	<b>416,694</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	781,946	783,625	746,132	-1,679	35,814
Death & Disability	20,530	27,184	20,530	-6,655	0
Hospital Insurance	207,308	268,441	207,308	-61,132	0
Life Insurance	6,632	10,267	6,632	-3,636	0
Dental Insurance	10,874	10,997	10,874	-123	0
Medicare	48,562	45,991	46,338	2,571	2,224
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>1,075,852</b>	<b>1,146,505</b>	<b>1,037,813</b>	<b>-70,654</b>	<b>38,039</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,000	1,000	635	0	365
Operational Supplies	2,000	2,000	1,109	0	891
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>3,000</b>	<b>3,000</b>	<b>1,744</b>	<b>0</b>	<b>1,256</b>
<b>Furnishing &amp; Equipment</b>					
Safety Equipment	1,000	1,000	741	0	259
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>1,000</b>	<b>1,000</b>	<b>741</b>	<b>0</b>	<b>259</b>
<b>DEPARTMENT TOTAL</b>	<b>4,867,732</b>	<b>4,547,527</b>	<b>4,411,485</b>	<b>320,205</b>	<b>456,247</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 320</b>		<b>SECTION: TERMINAL DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	1,995,672	2,109,966	1,743,503	-114,293	252,169
Holiday Work	26,409	20,240	26,409	6,169	0
Sick Leave Used			79,032	0	-79,032
Annual Leave Earned	156,287		0	156,287	156,287
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	169	-	169	169	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	<b>2,178,537</b>	<b>2,130,205</b>	<b>1,849,112</b>	<b>48,331</b>	<b>329,424</b>
Night Differential/Hazard Pay	99,398	57,886	99,398	41,511	0
Overtime	338,000	300,000	325,434	38,000	12,566
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>2,615,934</b>	<b>2,488,091</b>	<b>2,273,944</b>	<b>127,843</b>	<b>341,990</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	586,215	584,620	559,365	1,595	26,850
Death & Disability	8,582	19,770	8,582	-11,188	0
Hospital Insurance	150,249	154,815	150,249	-4,566	0
Life Insurance	6,446	7,467	6,446	-1,022	0
Dental Insurance	6,819	8,460	6,819	-1,642	0
Medicare	31,826	34,282	30,369	-2,456	1,458
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>790,136</b>	<b>809,415</b>	<b>761,829</b>	<b>-19,279</b>	<b>28,307</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	4,000	4,000	2,686	0	1,314
Operational Supplies	5,000	5,000	5,647	0	-647
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>9,000</b>	<b>9,000</b>	<b>8,333</b>	<b>0</b>	<b>667</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	-	-	0	0	0
Safety Equipment	900	900	206	0	694
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>900</b>	<b>900</b>	<b>206</b>	<b>0</b>	<b>694</b>
<b>DEPARTMENT TOTAL</b>	<b>3,415,970</b>	<b>3,307,406</b>	<b>3,044,311</b>	<b>108,564</b>	<b>371,659</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 330-333</b>		<b>SECTION: TRANSPORTATION DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	2,726,867	3,500,072	2,666,409	-773,204	60,458
Holiday Work	32,277	197,000	32,277	-164,723	0
Sick Leave Used	-	-	165,718	0	-165,718
Annual Leave Earned	257,179	-	0	257,179	257,179
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	<b>3,016,324</b>	<b>3,697,072</b>	<b>2,864,405</b>	<b>-680,748</b>	<b>151,919</b>
Night Differential/Hazard Pay	232,888	176,147	232,888	56,742	0
Overtime	686,000	658,000	608,568	28,000	77,432
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>3,935,212</b>	<b>4,531,218</b>	<b>3,705,862</b>	<b>-596,006</b>	<b>229,351</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	923,972	1,034,848	881,653	-110,876	42,319
Death & Disability	13,933	31,138	13,933	-17,206	0
Hospital Insurance	314,778	317,186	314,778	-2,408	0
Life Insurance	10,409	11,761	10,409	-1,352	0
Dental Insurance	14,959	15,006	14,959	-46	0
Medicare	54,589	61,930	52,089	-7,341	2,500
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>1,332,640</b>	<b>1,471,870</b>	<b>1,287,821</b>	<b>-139,230</b>	<b>44,820</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	2,000	2,000	1,587	0	413
Operational Supplies	1,000	1,000	734	0	266
Gas	100,000	100,000	73,465	0	26,535
Diesel	250,000	250,000	249,579	0	421
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>353,000</b>	<b>353,000</b>	<b>325,364</b>	<b>0</b>	<b>27,636</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	-	-	0	0	0
Safety Equipment	5,000	5,000	1,587	0	3,413
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>5,000</b>	<b>5,000</b>	<b>2,239</b>	<b>0</b>	<b>2,761</b>
<b>DEPARTMENT TOTAL</b>	<b>5,625,853</b>	<b>6,361,088</b>	<b>5,321,286</b>	<b>-735,236</b>	<b>304,567</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 400-414,430</b>	<b>SECTION: MAINTENANCE DIVISION</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	2,463,382	1,380,470	2,139,690	1,082,913	323,692
Holiday Work	10,340	10,000	10,340	340	0
Sick Leave Used	-	-	192,066	0	-192,066
Annual Leave Earned	205,179	-	0	205,179	205,179
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	194	-	194	194	0
Labor Cost Salaries	(874,284)	(132,065)	0	-742,219	-874,284
Regular Salaries	<b>1,804,810</b>	<b>1,258,405</b>	<b>2,342,290</b>	<b>546,406</b>	<b>-537,480</b>
Night Differential/Hazard Pay	144,308	134,477	144,308	9,831	0
Overtime	175,000	84,158	197,290	90,842	-22,290
Labor Cost Overtime	(130,000)	-	0	-130,000	-130,000
<b>TOTAL PERSONNEL SERVICES</b>	<b>1,994,118</b>	<b>1,477,039</b>	<b>2,683,888</b>	<b>517,079</b>	<b>-689,769</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	770,481	345,158	735,192	425,324	35,289
Death & Disability	9,129	21,747	9,129	-12,619	0
Hospital Insurance	220,312	230,082	220,312	-9,770	0
Life Insurance	6,643	8,214	6,643	-1,571	0
Dental Insurance	10,139	10,950	10,139	-811	0
Medicare	38,827	11,743	37,049	27,084	1,778
Labor Cost Benefits	(454,031)	(54,384)	0	-399,646	-454,031
<b>TOTAL PERSONNEL BENEFITS</b>	<b>601,501</b>	<b>573,510</b>	<b>1,018,464</b>	<b>27,991</b>	<b>-416,963</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	2,500	2,500	2,243	0	257
Operational Supplies	470,000	470,000	413,818	0	56,182
Operational Supplies Toplifter	319,000	380,000	107,664	-61,000	211,336
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>791,500</b>	<b>852,500</b>	<b>523,726</b>	<b>-61,000</b>	<b>267,774</b>
<b>CONTRACTUALS</b>					
Air Conditioning Repair	12,000	15,000	35,018	-3,000	-23,018
Hydraulic Hose Replacement	20,000	15,000	22,349	5,000	-2,349
Machine Shop Services	8,000	10,000	0	-2,000	8,000
Starter & Alternator Services	10,000	15,000	7,050	-5,000	2,950
Tire Repairs	25,000	15,000	15,162	10,000	9,838
Windshield Glass Repairs	5,000	5,000	0	0	5,000
<b>TOTAL CONTRACTUALS</b>	<b>80,000</b>	<b>75,000</b>	<b>79,579</b>	<b>5,000</b>	<b>421</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	12,200	21,400	0	-9,200	12,200
Power & Hand Tools	11,500	10,500	8,512	1,000	2,988
Safety Equipment	16,500	18,666	7,242	-2,166	9,258
Shop Equipment	18,000	17,000	0	1,000	18,000
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>58,200</b>	<b>67,566</b>	<b>15,753</b>	<b>-9,366</b>	<b>42,447</b>
<b>DEPARTMENT TOTAL</b>	<b>3,525,319</b>	<b>3,045,615</b>	<b>4,321,410</b>	<b>479,705</b>	<b>-796,091</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 420-423</b>		<b>SECTION: FACILITY DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	1,330,993	1,221,426	1,131,326	109,568	199,667
Holiday Work	4,920	5,202	4,920	-282	0
Sick Leave Used	-	-	54,836	0	-54,836
Annual Leave Earned	100,942	-	0	100,942	100,942
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	(476,860)	(486,638)	0	9,778	-476,860
Regular Salaries	<b>959,995</b>	<b>739,990</b>	<b>1,191,082</b>	<b>220,006</b>	<b>-231,086</b>
Night Differential/Hazard Pay	17,099	16,026	17,099	1,073	0
Overtime	125,500	115,500	153,305	10,000	-27,805
Labor Cost Overtime	(15,200)	-	0	-15,200	-15,200
<b>TOTAL PERSONNEL SERVICES</b>	<b>1,087,394</b>	<b>871,516</b>	<b>1,361,486</b>	<b>215,878</b>	<b>-274,091</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	366,451	336,304	349,667	30,148	16,784
Death & Disability	8,190	12,851	8,190	-4,661	0
Hospital Insurance	147,555	145,114	147,555	2,441	0
Life Insurance	4,422	4,854	4,422	-432	0
Dental Insurance	7,015	7,024	7,015	-9	0
Medicare	19,452	19,577	18,562	-124	891
Labor Cost Benefits	(208,388)	(200,397)	0	-7,990	-208,388
<b>TOTAL PERSONNEL BENEFITS</b>	<b>344,698</b>	<b>325,325</b>	<b>535,411</b>	<b>19,372</b>	<b>-190,713</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,500	1,500	27	0	1,473
Operational Supplies	240,000	200,000	166,252	40,000	73,748
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>241,500</b>	<b>201,500</b>	<b>166,279</b>	<b>40,000</b>	<b>75,221</b>
<b>CONTRACTUALS</b>					
Equipment Rental	10,000	-	0	10,000	10,000
Professional Services	100,000	40,000	32,533	60,000	67,467
<b>TOTAL CONTRACTUALS</b>	<b>110,000</b>	<b>40,000</b>	<b>32,533</b>	<b>70,000</b>	<b>77,467</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	900	900	0	0	900
Power & Hand Tools	5,000	3,000	0	2,000	5,000
Safety Equipment	3,500	3,000	0	500	3,500
Shop Equipment	5,000	7,000	5,880	-2,000	-880
Marina Maintenance Agat	10,000	10,000	9,788	0	213
Marina Maintenance GDP	10,000	10,000	432	0	9,568
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>34,400</b>	<b>33,900</b>	<b>16,100</b>	<b>500</b>	<b>18,300</b>
<b>DEPARTMENT TOTAL</b>	<b>1,817,992</b>	<b>1,472,241</b>	<b>2,111,808</b>	<b>345,751</b>	<b>-293,815</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 600</b>	<b>SECTION: CORPORATE SERVICES MANAGER</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	345,027	481,239	317,956	-136,212	27,071
Holiday Work	-	-	0	0	0
Sick Leave Used			28,201	0	-28,201
Annual Leave Earned	35,732		0	35,732	35,732
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	<b>380,758</b>	<b>481,239</b>	<b>346,158</b>	<b>-100,480</b>	<b>34,601</b>
Night Differential/Hazard Pay	-	-	0	0	0
Overtime	-	-	0	0	0
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>380,758</b>	<b>481,239</b>	<b>346,158</b>	<b>-100,480</b>	<b>34,601</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	102,568	108,383	97,870	-5,815	4,698
Death & Disability	995	958	995	37	0
Hospital Insurance	17,819	20,340	17,819	-2,521	0
Life Insurance	730	735	730	-5	0
Dental Insurance	750	888	750	-137	0
Medicare	5,319	7,279	5,075	-1,960	244
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>128,181</b>	<b>138,583</b>	<b>123,240</b>	<b>-10,402</b>	<b>4,941</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	3,000	2,000	3,166	1,000	-166
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>3,000</b>	<b>2,000</b>	<b>3,166</b>	<b>1,000</b>	<b>-166</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	300	300	0	0	300
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>300</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>300</b>
<b>DEPARTMENT TOTAL</b>	<b>512,240</b>	<b>622,121</b>	<b>472,563</b>	<b>-109,882</b>	<b>39,676</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 610</b>		<b>SECTION: GENERAL ADMINISTRATION DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	205,155	248,207	195,463	-43,052	9,692
Holiday Work	-	-	0	0	0
Sick Leave Used	-	-	4,015	0	-4,015
Annual Leave Earned	21,040	-	0	21,040	21,040
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	226,195	248,207	199,478	-22,012	26,718
Night Differential/Hazard Pay	-	36	0	-36	0
Overtime	-	-	0	0	0
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>226,195</b>	<b>248,243</b>	<b>199,478</b>	<b>-22,048</b>	<b>26,718</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	61,907	68,776	59,072	-6,869	2,835
Death & Disability	493	2,471	493	-1,978	0
Hospital Insurance	24,391	24,469	24,391	-78	0
Life Insurance	730	933	730	-203	0
Dental Insurance	843	1,179	843	-336	0
Medicare	2,865	3,755	2,734	-890	131
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>91,228</b>	<b>101,584</b>	<b>88,262</b>	<b>-10,355</b>	<b>2,967</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	6,000	6,000	6,013	0	-13
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>6,000</b>	<b>6,000</b>	<b>6,013</b>	<b>0</b>	<b>-13</b>
<b>CONTRACTUALS</b>					
Equipment Rental	-	650	0	-650	0
Professional Services	-	12,000	0	-12,000	0
<b>TOTAL CONTRACTUALS</b>	<b>-</b>	<b>12,650</b>	<b>0</b>	<b>-12,650</b>	<b>0</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	400	1,200	0	-800	400
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>400</b>	<b>1,200</b>	<b>0</b>	<b>-800</b>	<b>400</b>
<b>DEPARTMENT TOTAL</b>	<b>323,824</b>	<b>369,677</b>	<b>293,752</b>	<b>-45,853</b>	<b>30,071</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 620</b>	<b>SECTION: HUMAN RESOURCES DIVISION</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	465,418	613,389	595,725	-147,971	-130,308
Holiday Work	-	1,676	0	-1,676	0
Sick Leave Used			22,816	0	-22,816
Annual Leave Earned	38,217		0	38,217	38,217
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	-223,007	0	223,007
Regular Salaries	503,634	615,065	395,534	-111,430	108,100
Night Differential/Hazard Pay	-	88	0	-88	0
Overtime	2,500	3,500	0	-1,000	2,500
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>506,134</b>	<b>618,653</b>	<b>395,534</b>	<b>-112,519</b>	<b>110,600</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	188,917	326,024	180,264	-137,106	8,653
Death & Disability	1,871	1,121	1,871	749	0
Hospital Insurance	25,184	24,459	25,184	725	0
Life Insurance	815	956	815	-141	0
Dental Insurance	1,537	1,642	1,537	-105	0
Medicare	9,292	17,026	8,867	-7,733	426
Labor Cost Benefits	-	-	-66,389	0	66,389
<b>TOTAL PERSONNEL BENEFITS</b>	<b>227,616</b>	<b>371,227</b>	<b>152,149</b>	<b>-143,611</b>	<b>75,468</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,500	1,000	1,579	500	-79
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>1,500</b>	<b>1,000</b>	<b>1,579</b>	<b>500</b>	<b>-79</b>
<b>TRAINING &amp; TRAVEL</b>					
Training	75,000	50,000	48,126	25,000	26,874
Travel	140,000	140,000	92,895	0	47,105
<b>TOTAL TRAINING &amp; TRAVEL</b>	<b>215,000</b>	<b>190,000</b>	<b>141,021</b>	<b>25,000</b>	<b>73,979</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	500	500	0	0	500
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>500</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>500</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	550	1,000	0	-450	550
<b>TOTAL MISCELLANEOUS</b>	<b>550</b>	<b>1,000</b>	<b>0</b>	<b>-450</b>	<b>550</b>
<b>DEPARTMENT TOTAL</b>	<b>951,301</b>	<b>1,182,380</b>	<b>690,284</b>	<b>-231,079</b>	<b>261,017</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 630-632</b>		<b>SECTION: PROCUREMENT/SUPPLY DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	688,960	717,905	644,072	-28,945	44,888
Holiday Work	-	-	0	0	0
Sick Leave Used	-	-	18,620	0	-18,620
Annual Leave Earned	62,339	-	0	62,339	62,339
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	751,300	717,905	662,693	33,394	88,607
Night Differential/Hazard Pay	-	-	0	0	0
Overtime	5,000	10,000	43	-5,000	4,957
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>756,300</b>	<b>727,905</b>	<b>662,736</b>	<b>28,394</b>	<b>93,564</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	205,821	178,800	196,394	27,022	9,427
Death & Disability	2,764	4,943	2,764	-2,179	0
Hospital Insurance	57,722	50,143	57,722	7,579	0
Life Insurance	1,978	1,867	1,978	111	0
Dental Insurance	2,324	2,954	2,324	-630	0
Medicare	9,090	9,380	8,674	-290	416
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>279,700</b>	<b>248,087</b>	<b>269,857</b>	<b>31,613</b>	<b>9,843</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	3,500	3,500	1,470	0	2,030
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>3,500</b>	<b>3,500</b>	<b>1,470</b>	<b>0</b>	<b>2,030</b>
<b>CONTRACTUALS</b>					
Advertising	17,000	15,000	13,197	2,000	3,803
Equipment Rental	76,500	59,000	65,317	17,500	11,183
<b>TOTAL CONTRACTUALS</b>	<b>93,500</b>	<b>74,000</b>	<b>78,514</b>	<b>19,500</b>	<b>14,986</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	3,000	3,000	515	0	2,485
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>3,000</b>	<b>3,000</b>	<b>515</b>	<b>0</b>	<b>2,485</b>
<b>Miscellaneous</b>					
Drinking Water	16,000	16,000	13,952	0	2,048
<b>TOTAL MISCELLANEOUS</b>	<b>16,000</b>	<b>16,000</b>	<b>13,952</b>	<b>0</b>	<b>2,048</b>
<b>DEPARTMENT TOTAL</b>	<b>1,152,000</b>	<b>1,072,492</b>	<b>1,027,043</b>	<b>79,507</b>	<b>124,956</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 640</b>	<b>SECTION: ENGINEERING/CIP DIVISION</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	519,218	510,610	497,308	8,608	21,909
Holiday Work	-	2,000	0	-2,000	0
Sick Leave Used			15,703	0	-15,703
Annual Leave Earned	36,669		0	36,669	36,669
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	(342,032)	(387,987)	-207,344	45,956	-134,688
Regular Salaries	213,854	124,622	305,668	89,232	-91,813
Night Differential/Hazard Pay	31	-	31	31	0
Overtime	78,000	78,000	16,338	0	61,662
Labor Cost Overtime	(70,200)		0	-70,200	-70,200
<b>TOTAL PERSONNEL SERVICES</b>	<b>221,686</b>	<b>202,622</b>	<b>322,037</b>	<b>19,063</b>	<b>-100,351</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	179,114	165,903	170,910	13,211	8,204
Death & Disability	1,524	2,471	1,524	-947	0
Hospital Insurance	36,031	19,419	36,031	16,612	0
Life Insurance	885	1,491	885	-606	0
Dental Insurance	2,328	2,315	2,328	13	0
Medicare	7,189	8,455	6,859	-1,267	329
Labor Cost Benefits	(149,468)	(159,773)	-102,854	10,305	-46,614
<b>TOTAL PERSONNEL BENEFITS</b>	<b>77,602</b>	<b>40,281</b>	<b>115,682</b>	<b>37,321</b>	<b>-38,081</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,500	1,500	1,268	0	232
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>1,500</b>	<b>1,500</b>	<b>1,268</b>	<b>0</b>	<b>232</b>
<b>CONTRACTUALS</b>					
Blue Print Services	2,000	2,000	368	0	1,633
<b>TOTAL CONTRACTUALS</b>	<b>2,000</b>	<b>2,000</b>	<b>368</b>	<b>0</b>	<b>1,633</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	2,000	1,000	240	1,000	1,760
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>2,000</b>	<b>1,000</b>	<b>240</b>	<b>1,000</b>	<b>1,760</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	16,000	300	0	15,700	16,000
<b>TOTAL MISCELLANEOUS</b>	<b>16,000</b>	<b>300</b>	<b>0</b>	<b>15,700</b>	<b>16,000</b>
<b>DEPARTMENT TOTAL</b>	<b>320,787</b>	<b>247,704</b>	<b>439,595</b>	<b>73,084</b>	<b>-118,807</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 650</b>	<b>SECTION: COMMERCIAL DIVISION</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	357,388	440,302	308,623	-82,914	48,765
Holiday Work	-	-	0	0	0
Sick Leave Used			25,708	0	-25,708
Annual Leave Earned	34,560		0	34,560	34,560
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	788	-	788	788	0
Labor Cost Salaries	-	-	0	0	0
Regular Salaries	392,736	440,302	335,119	-47,566	57,618
Night Differential/Hazard Pay	-	-	0	0	0
Overtime	-	10,000	0	-10,000	0
Labor Cost Overtime	-		0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>392,736</b>	<b>450,302</b>	<b>335,119</b>	<b>-57,566</b>	<b>57,618</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	108,710	122,038	103,731	-13,327	4,979
Death & Disability	987	1,481	987	-495	0
Hospital Insurance	36,234	27,213	36,234	9,020	0
Life Insurance	1,036	1,175	1,036	-140	0
Dental Insurance	1,442	1,767	1,442	-325	0
Medicare	5,033	6,411	4,803	-1,378	231
Labor Cost Benefits	-	-	0	0	0
<b>TOTAL PERSONNEL BENEFITS</b>	<b>153,441</b>	<b>160,086</b>	<b>148,232</b>	<b>-6,645</b>	<b>5,210</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	2,000	2,000	1,032	0	968
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>2,000</b>	<b>2,000</b>	<b>1,032</b>	<b>0</b>	<b>968</b>
<b>CONTRACTUALS</b>					
Appraisal Services	30,000	40,000	0	-10,000	30,000
Equipment Rental	10,000	10,000	0	0	10,000
Printing Services	10,000	5,000	3,126	5,000	6,874
Surveyor Services	15,000	15,000	45,669	0	-30,669
<b>TOTAL CONTRACTUALS</b>	<b>65,000</b>	<b>70,000</b>	<b>48,795</b>	<b>-5,000</b>	<b>16,205</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	5,000	-	3,594	5,000	1,406
Power & Hand Tools	3,000	-	0	3,000	3,000
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>8,000</b>	<b>-</b>	<b>3,594</b>	<b>8,000</b>	<b>4,406</b>
<b>DEPARTMENT TOTAL</b>	<b>621,177</b>	<b>682,389</b>	<b>536,771</b>	<b>-61,211</b>	<b>84,406</b>

**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 670</b>		<b>SECTION: INFORMATION TECHNOLOGY DIVISION</b>			
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	515,126	544,858	485,423	-29,733	29,703
Holiday Work	-	558	0	-558	0
Sick Leave Used			16,876	0	-16,876
Annual Leave Earned	54,069		0	54,069	54,069
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	(86,191)	(164,214)	0	78,023	-86,191
Regular Salaries	<b>483,003</b>	<b>381,203</b>	<b>502,299</b>	<b>101,801</b>	<b>-19,295</b>
Night Differential/Hazard Pay	-	-	0	0	0
Overtime	20,000	35,000	6,167	-15,000	13,833
Labor Cost Overtime	-	-	0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>503,003</b>	<b>416,203</b>	<b>508,466</b>	<b>86,801</b>	<b>-5,462</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	166,876	158,504	159,233	8,372	7,643
Death & Disability	-	-	0	0	0
Hospital Insurance	48,802	40,635	48,802	8,167	0
Life Insurance	1,270	1,265	1,270	5	0
Dental Insurance	1,622	1,551	1,622	71	0
Medicare	7,188	7,762	6,858	-575	329
Labor Cost Benefits	(37,666)	(67,623)	0	29,957	-37,666
<b>TOTAL PERSONNEL BENEFITS</b>	<b>188,093</b>	<b>142,094</b>	<b>217,786</b>	<b>45,998</b>	<b>-29,694</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	1,000	1,000	715	0	285
Operational Supplies	52,000	52,000	42,982	0	9,018
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>53,000</b>	<b>53,000</b>	<b>43,697</b>	<b>0</b>	<b>9,303</b>
<b>CONTRACTUALS</b>					
Computer Maintenance	191,500	160,000	304,427	31,500	-112,927
General Service & Maintenance	155,000		225,000	155,000	-70,000
Professional Services		195,000	0	-195,000	0
<b>TOTAL CONTRACTUALS</b>	<b>346,500</b>	<b>355,000</b>	<b>529,427</b>	<b>-8,500</b>	<b>-182,927</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	500	500	562	0	-62
Power & Hand Tools	4,000	-	0	4,000	4,000
Safety Equipment	-	-	0	0	0
Shop Equipment			0	0	0
Computer Equipment	80,000	90,000	1,893	-10,000	78,107
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>84,500</b>	<b>90,500</b>	<b>2,455</b>	<b>-6,000</b>	<b>82,045</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	48,400	12,500	225	35,900	48,175
<b>TOTAL MISCELLANEOUS</b>	<b>48,400</b>	<b>12,500</b>	<b>225</b>	<b>35,900</b>	<b>48,175</b>
<b>DEPARTMENT TOTAL</b>	<b>1,223,496</b>	<b>1,069,297</b>	<b>1,302,056</b>	<b>154,199</b>	<b>-78,560</b>



**FY-2023  
PROPOSED BUDGET**

<b>BUSINESS UNIT: 675-685, 140</b>	<b>SECTION: FINANCE DIVISION</b>				
<b>OBJECT CLASSIFICATION/ITEM</b>	<b>FY-2023 Approved Budget</b>	<b>FY-2022 Approved Budget</b>	<b>FY-2022 Antcpd EOY</b>	<b>FY-23 Prop vs FY-22 Appr</b>	<b>FY-23 Prop vs FY-22 Antcpd EOY</b>
<b>PERSONNEL SERVICES</b>					
Management & Employee Salaries	1,525,693	1,379,561	1,379,212	146,132	146,481
Holiday Work	1,012	1,980	1,012	-968	0
Sick Leave Used	-		40,394	0	-40,394
Annual Leave Earned	121,253		0	121,253	121,253
Comp Time Taken	-	-	0	0	0
Typhoon Salaries	-	-	0	0	0
Labor Cost Salaries	(115,137)	(104,809)	-805	-10,328	-114,332
Regular Salaries	1,532,821	1,276,731	1,419,813	256,089	113,008
Night Differential/Hazard Pay	68	-	68	68	0
Overtime	10,000	10,000	7,524	0	2,476
Labor Cost Overtime			0	0	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>1,542,889</b>	<b>1,286,731</b>	<b>1,427,405</b>	<b>256,158</b>	<b>115,484</b>
<b>PERSONNEL BENEFITS</b>					
Retirement (26.96%)	443,165	410,797	422,867	32,368	20,298
Death & Disability	6,426	5,848	6,426	578	0
Hospital Insurance	105,886	95,587	105,886	10,299	0
Life Insurance	4,181	4,136	4,181	45	0
Dental Insurance	5,141	5,337	5,141	-195	0
Medicare	19,723	20,393	18,820	-669	903
Labor Cost Benefits	(50,315)	(43,160)	-625	-7,154	-49,690
<b>TOTAL PERSONNEL BENEFITS</b>	<b>534,208</b>	<b>498,937</b>	<b>562,697</b>	<b>35,271</b>	<b>-28,489</b>
<b>MATERIALS &amp; SUPPLIES</b>					
Office Supplies	10,000	10,000	8,357	0	1,643
<b>TOTAL MATERIALS &amp; SUPPLIES</b>	<b>10,000</b>	<b>10,000</b>	<b>8,357</b>	<b>0</b>	<b>1,643</b>
<b>CONTRACTUALS</b>					
Communication Maintenance	140,188	140,188	83,178	0	57,010
<b>TOTAL CONTRACTUALS</b>	<b>140,188</b>	<b>140,188</b>	<b>83,178</b>	<b>0</b>	<b>57,010</b>
<b>Furnishing &amp; Equipment</b>					
Office Equipment	7,000	7,000	2,737	0	4,263
<b>TOTAL FURNISHING &amp; EQUIPMENT</b>	<b>7,000</b>	<b>7,000</b>	<b>2,737</b>	<b>0</b>	<b>4,263</b>
<b>Miscellaneous</b>					
Dues & Subscriptions	1,200	1,200	1,926	0	-726
<b>TOTAL MISCELLANEOUS</b>	<b>1,200</b>	<b>1,200</b>	<b>1,926</b>	<b>0</b>	<b>-726</b>
<b>DEPARTMENT TOTAL</b>	<b>2,235,485</b>	<b>1,944,056</b>	<b>2,086,300</b>	<b>291,428</b>	<b>149,185</b>

**FY-2022  
APPROVED BUDGET  
CAPITAL IMPROVEMENT PROJECTS**

A.) The following list of projects are currently ongoing or in the planning and design stages. Please note they are not in any order of priority and is Subject to Cash Availability and will go through the processes of being Certified and Approved by the Financial Affairs Controller and the General Manager of the Port Authority of Guam

	Description	Category	Status	Federal	Port
<b>BOND PROJECTS:</b>					
1	Rehabilitation of H-Wharf and Access Road			10,000,000	13,744,255
2	Golf Pier Repair				2,000,000
3	Waterline Replacement & Relocation				6,000,000
4	EQMR Building Repair				3,628,800
5	Warehouse 1 Building Repair				2,000,000
6	Repair of F1 Fuel Pier, Repair of F3, F4, F5 and F6 Waterfront, IT System and TOS				4,980,745
7	Enterprise One Full Upgrade				2,500,000
8	New Admin Building Construction				10,445,000
<b>Total Bond Projects:</b>				<b>10,000,000</b>	<b>45,298,800</b>
<b>Internally Funded PAG Projects:</b>					
9	CCTV and ACS Replacement Project (Agat Marina)		Ongoing		307,744
10	Clean Up OWS (Oil/Water Separators) Through Out the Yard		Ongoing		100,000
11	Design Build Agat Marina Bathroom and Showers		Ongoing		345,000
<b>Total Internal PAG Projects:</b>					<b>752,744</b>
<b>Federal Funded CIP Projects:</b>					
12	2020 Master Plan Update & Supplemental Support Services	OLDCC	Ongoing	1,600,000	0
13	PAG Construction Technical Oversight Services	OLDCC	Ongoing	1,500,000	0
14	F1 to Golf Pier Fuel Connectivity Project	EDA	Ongoing	1,072,485	268,121
15	CCTV and ACS Replacement Project	MARAD	Ongoing	673,009	30,925
16	CCTV and ACS Replacement Project	PSGP	Ongoing	160,867	48,873
17	IDEN Technology Redundant Interoperable Communications System Monthly Service	PSGP	Ongoing	20,345	6,782
18	Maintenance and Sustainment Contract for FEMA-acquired AS&E ZBV Backscatter X-Ray Van	PSGP	Ongoing	195,669	65,223
19	Typhoon Mangkut Public Assistance	FEMA DR 4398	Ongoing	353,679	117,893
<b>Total Federal Projects:</b>				<b>5,576,054</b>	<b>537,816</b>

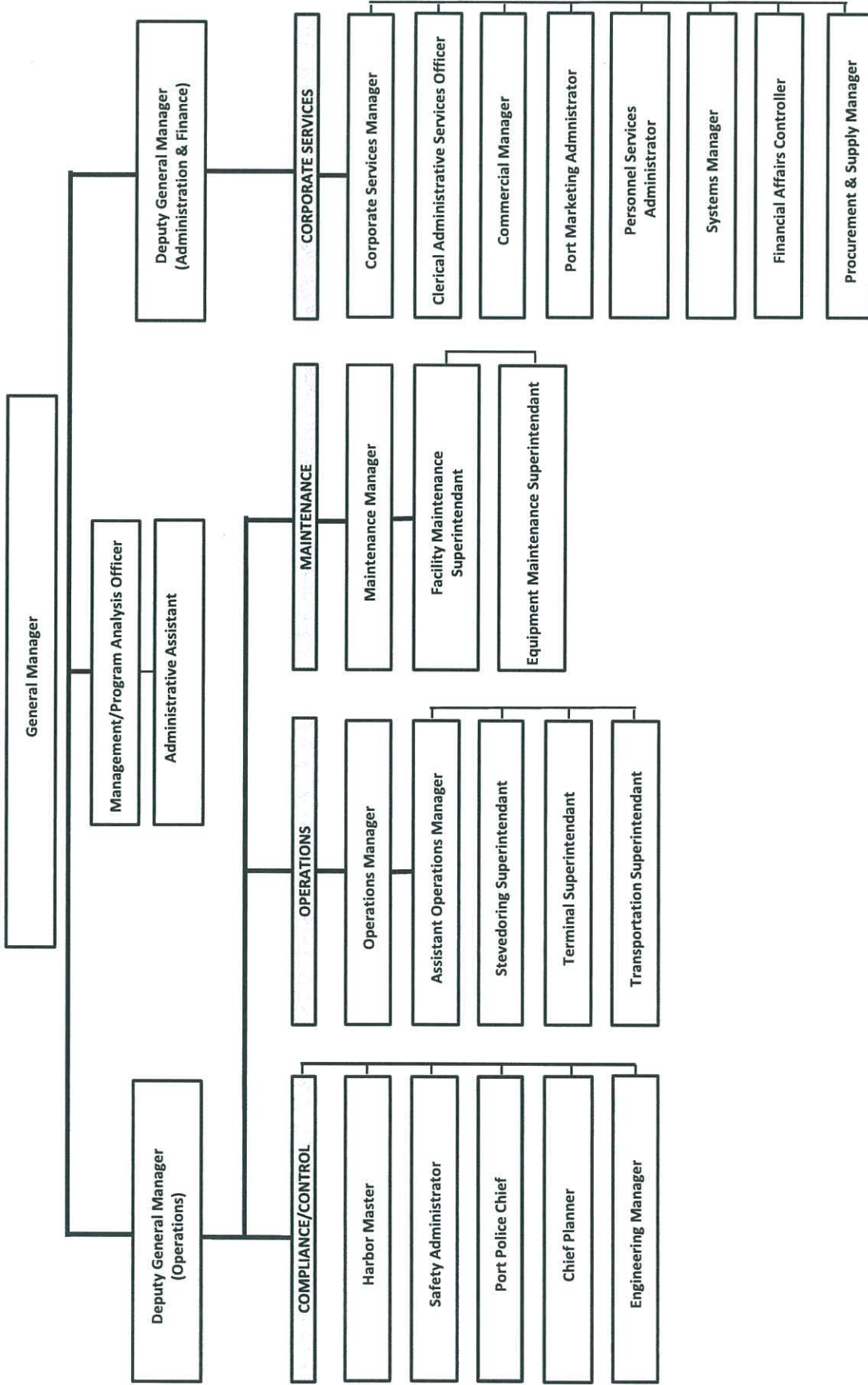


**FY-2023**  
**CASH FLOW BUDGET**

**(Capital Expenditure and Loan Payable)**

DESCRIPTION	AMOUNT
Net Income	4,406,597
Depreciation	5,200,000
<b>Projected Net Cash from Operations</b>	<b>9,606,597</b>
Less: Loan and Capital Expenditure:	
Bond Loan Principal	1,841,910
H-Wharf Project	3,000,000
Ongoing CIPs	752,744
Other Small Projects	750,000
Federal Projects - Port Share	1,001,943
FY23 CIP Pool	1,360,000
FY23 Equipment Pool	900,000
<b>Total Loan and CAPEX Budget</b>	<b>9,606,597</b>
<b>Remaining Balance</b>	<b>0</b>

**PORT AUTHORITY OF GUAM**  
**Jose D. Leon Guerrero Commercial Port**  
**FY-2023**  
**ORGANIZATIONAL CHART**







**PORT OF GUAM**  
ATURIDAT I PUETTON GUAHAN  
**Jose D. Leon Guerrero Commercial Port**  
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Lourdes A. Leon Guerrero  
Governor of Guam  
Joshua F. Tenorio  
Lieutenant Governor

August 22, 2022

**MEMORANDUM**

TO: Board of Directors

FROM: Rory J. Respicio, General Manager 

SUBJECT: Adoption of Lease Agreement KALS Corporation

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The Port Board of Directors at its meeting of December 22, 2020, authorized management to continue the lease with KALS Corporation on a month-to-month basis subject to the same terms of the expired lease agreement and for management to proceed with the notice of area available solicitation. This action was guided by Assistant Attorney General Thomas Keeler, assigned to the Port for legal guidance then, opined that going on a month-to-month basis, holdover period, is in the best interest of the Port as well as the government of Guam to allow the tenant to continue to occupy the space until after the solicitation of interest process is completed.

On May 27, 2021, the Port Board of Directors approved Resolution No. 2021-05, relative to adopting and implementing a uniform notice of area availability (NOAA) application process for proposals and interests in Port property by the general public for commercial leases, licenses, or permits for short-term lease of five years or less.

As a requirement of the solicitation process, KALS Corporation submitted an NOAA application on August 10, 2021 expressing interest in the Agat Small Boat Marina Restaurant Building. Upon review by Port staff, it was determined that KALS' application with the required documents submitted were in order.

Subsequently, in order to assess the new property value and to update the appraisal records, the Port issued RFP No. PAG-021-004 re Real Estate Appraisal & Consulting Services. The RFP was awarded on September 13, 2021. Final appraisal and rent discussions concluded in or around June 2022. We received all documents from KALS Corporation necessary to finalize the lease in July 2022 (updated business license, articles of incorporation, certificates, proof of insurance, etc.).

At this time, Board approval is being requested to approve the lease agreement by and between the Port Authority of Guam and KALS Corporation. The term of this lease is for a five (5) year period of port real property for the Agat Small Boat Marina Restaurant Building. The rent for the use of the leased premises is at a monthly rate of \$4,223.00, or 7% of GRT, whichever is greater.

I am available for any questions you may have.

**LEASE AGREEMENT**  
**No. 2022-034**

**THIS LEASE AGREEMENT (“Lease”)** is entered into by and between the **JOSE D. LEON GUERRERO COMMERCIAL PORT**, also known as the **PORT AUTHORITY OF GUAM (“Lessor”)**, a public corporation and autonomous instrumentality of the Government of Guam, whose address is 1026 Cabras Highway, Suite 201, Piti, Guam 96915, and **KALS CORPORATION**, a Guam corporation authorized to do business in Guam, whose address is P.O. Box 9473 Dededo, Guam 96912, (“**Lessee**”).

**RECITALS**

**WHEREAS**, Lessor owns that certain real property within the Port Authority of Guam (hereafter “the Premises”), such property known as the concrete Agat Small Boat Marina Restaurant Building containing a total area of approximately 2,449 square feet, Agat, Guam (hereinafter “Restaurant, Facility or Leased Premises”) as that property is particularly described in the map attached herewith as **Exhibit A**, such attachment incorporated herein by reference; and

**WHEREAS**, the Lessee has made known its wish to lease the Premises and Lessor finds that the Lessee has successfully complied with and has met all qualifications as previously imposed by the Lessor for the lease of said land;

**NOW THEREFORE**, in consideration of the covenants, conditions and agreements herein to be performed by the Lessee, Lessor does hereby lease, and Lessee does hereby accept, the land and conditions hereinafter described. This lease is made for the terms and upon the covenants, conditions and agreements herein expressed, and Lessor, for itself, its successors in interests and assigns, and Lessee, for itself, its successors in interest and assigns, do hereby respectively agree to keep and perform all of the covenants, conditions and agreements hereinafter provided to be kept and performed by Lessor and Lessee, respectively to wit:

1. **TERM:** The term of this lease shall be for a period of five (5) years, commencing on the \_\_\_ day of \_\_\_\_\_, 2022. In the event Lessor shall obtain authorization during the term of this Lease to execute leases for its property for terms exceeding five years, Lessee shall have the option to extend the terms of this Lease for an additional term of five years, to the extent such extension does not violate applicable law or regulations.
2. **PREMISES:** Effective as of the commencement of the term of this lease, Lessor grants to Lessee, and Lessee accepts the Premises, more specifically described as the concrete Agat Small Boat Marina Restaurant Building containing a total area of approximately 2,449 square feet, Agat, Guam, and as depicted in map attached herewith as Exhibit A and incorporated herein by reference.
3. **USES:** The premises may be used by Lessee upon the following terms and conditions:



(a) The leased premises may be used for the construction, erection, installation, use, operation, maintenance, and repair of a restaurant facility and other improvements by Lessee thereon, in conjunction with the operation on the leased premises of a restaurant facility.

(b) The Lessee shall use and occupy the leased premises for establishment of a restaurant facility and for other compatible uses.

(c) The Lessee shall not use the premises for storage, handling, or disposal of pollutants, toxic substances, and hazardous waste.

(d) Lessee shall comply with all present and future laws, ordinances, or regulations applicable to the leased premises and shall not commit or suffer waste on the leased premises, or use or permit anything on the leased premises which may be unlawful, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended insurance coverage, or which may be dangerous to persons or the property of Lessor or other tenants of Lessor, their agents, servants, employees and customers.

(e) The Lessee shall comply with any and all applicable federal and territorial statutes, regulations, rules and orders.

(f) The Lessee shall comply with the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and rules and regulations promulgated pursuant thereto.

(g) Lessee shall not do, bring or keep anything in or about the leased premises that will cause a cancellation of or increase the rate of any insurance covering the leased premises.

(h) The leased premises shall not be used for purposes other than those authorized herein without the prior consent in writing of the Lessor, which consent may be given or withheld by the Lessor's reasonable discretion. The leased premises shall not be used for any purpose which shall interfere with or be inconsistent with the land use designated for the leased premises or other agreement upon which the leased premises are now, or may hereafter be, held by the Lessor.

(i) Any and all uses of the leased premises by Lessee hereunder shall be at Lessee's sole risk, cost and expense.

#### 4. **IMPROVEMENTS:**

(a) The Lessee shall not make, construct, or rebuild any improvements on the leased premises without the prior written consent and approval of the Lessor, and such consent shall not be unreasonably withheld. Such improvements shall be made at the sole cost and expense of the Lessee. The Lessee shall obtain at its sole cost and expense any plans, drawings and specifications with regard to such improvements. Prior to any construction on the premises, Lessee must obtain Lessor's approval in writing of any plans, drawings

and specifications with regard to such improvements. The Lessee shall construct, erect and install any improvements only in accordance and in strict compliance with such approved plans, drawings and specifications, and only in accordance and in strict compliance with the covenants and conditions of this Lease and all applicable building codes. Lessee shall cause construction, erection and installation of any approved improvements to be completed with reasonable diligence.

(b) Prior to the construction of any improvements on the Premises, Lessee shall obtain performance and payment bonds in amounts equal to the value of the proposed improvement, and such bonds shall include the Port as a payee.

(c) The Lessee shall have exclusive use of such improvements. The Lessee, at its sole cost and expense, shall keep and maintain such improvements at all times in good and substantial repair and condition to the satisfaction of the Lessor and shall perform, at its sole cost and expense, all necessary maintenance of such improvements.

(d) Upon the termination of this Lease, all such improvements shall remain the property of the Lessee provided however that UNLESS both Lessor and Lessee have previously consented to any such improvement remaining on the property, upon the Lessor's request at any time up to one hundred eighty (180) days after the termination of the Lease, the Lessee shall at the Lessee's sole cost and expense remove any and all improvements placed thereon by the Lessee and restore the premises back in good and clean order, condition and level grade and pay all costs and expenses of repairing any damage to the leased premises caused by their removal. The removal of any improvements on the property shall require the prior written consent and approval of the Lessor.

**5. RENT (MONTHLY FIXED MINIMUM OR PERCENTAGE OF GROSS MONTHLY SALES):**

(a) Lessee shall pay to Lessor, as rent for the use of the leased premises a *fixed minimum monthly amount* of **Four Thousand, Two Hundred Twenty-Three Dollars and 00/100 (\$4,223.00)** on the first day of each and every calendar month during the term hereof; OR

(b) An amount equal to seven percent (7%) of Lessee's actual total Gross Retail or Monthly Sales as required to be **reported monthly** by Lessee on its Form GRT-1 to the Department of Revenue and Taxation ("DRT"), **whichever is greater**. Lessee shall pay the difference, if any, to Lessor in the month following DRT's reporting requirements. **Lessee agrees to accurately and timely file its Form GRT-1 with the DRT and provide a filed copy to Lessor.**

(c) The term "GROSS RETAIL SALES or GROSS MONTHLY SALES" shall mean all receipts from retail sales made on or from, the Leased Premises or any part/portion thereof, whether for cash or credit, and all compensation received for retail/food orders taken on the Leased Premises without regard for the place from which shipment may be made to fill such orders, less all discounts and allowances



to customers, and refunds and credits to customers for merchandise returned or exchanged, and less the amounts of any gross receipts, sales, luxury or excise taxes, so-called, collected by Lessee, whether imposed by federal, territorial, municipal or other governmental authority, or however measured or imposed, levied in whole or in part upon the basis of retail sales.

- (d) Lessee hereby covenants and agrees to pay such rental amount without deduction, setoff, prior notice or demand in a single lump sum amount. In the event this Lease terminates or expires on a date other than the last day of a calendar month, the rental for the leased premises for such month shall be prorated from the first day of said month to the date of termination or expiration.
- (e) All delinquent installments of rental and other payments due Lessor shall bear interest at the maximum rate allowed by law. Rental payments are delinquent if remaining unpaid on the fifth (5th) calendar day of the month for which rent is due.
- (f) This Lease Agreement shall be subject to Public Law 30-19 section 4. Lessor agrees to provide Lessee sixty (60) days notice prior to any lease and use rate adjustments.

6. **ACCORD AND SATISFACTION:** No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of rents due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease. In the event that the rent or any other monies which are due hereunder by the Lessee are delinquent, the Lessor may upon the receipt of any payments, apply them to any account or period it shall determine in its discretion.

7. **SECURITY DEPOSIT:** The Lessee shall deposit with the Lessor a sum equal to the fixed minimum monthly rental payment as a security deposit, to be held by the Lessor during the term hereof, as security for the payment of rent and the faithful performance by the Lessee of all of the terms, covenants and conditions of this Lease. Said deposit shall be returned to the Lessee within thirty (30) days after Lessee has surrendered possession of the leased premises to the Lessor if the Lessee is not then in default of any of the provisions of the Lease; and provided that, if at any time during the term of this Lease any of the rent or charges herein are overdue and unpaid or the Lessor has sustained any loss or damage due to any breach of covenant by the Lessee, the Lessor may, at its option, appropriate and apply all or any portion of said deposit to the payment of such overdue rent and charges or loss or damage sustained by the Lessor; provided further, that if the Lessor should appropriate and apply all or any portion of said deposit for purposes aforesaid, the Lessee shall, upon written demand of the Lessor, remit to the Lessor a sufficient amount of cash to restore said security to the original sum deposited and the Lessee's failure to do so within thirty (30) calendar days of notice of such demand shall constitute a breach of the Lease for which the Lessor may terminate this Lease.



**8. MAINTENANCE AND REPAIR:**

(a) Lessee shall keep and maintain the leased premises and all improvements of any kind whatsoever constructed, erected and installed by Lessee on the leased premises in good and substantial repair and condition and perform all necessary maintenance thereof at Lessee's sole cost and expense. Lessor shall have no obligation to make any repairs or perform any maintenance on or for the benefit of the leased premises or any improvements of any kind constructed, erected or installed thereon by Lessee.

(b) Lessee agrees to keep the premises free and clear of rubbish, debris and litter at all times, and to keep and maintain all of said premises in a safe, clean, and sanitary condition under all applicable federal, territorial, municipal and other laws, ordinances, rules, regulations and orders. No offensive or refuse matter, nor any substance constituting any unnecessary, unreasonable or unlawful fire hazard, nor material detrimental to the public health, shall ever be permitted to be or remain on the leased premises, and Lessee shall prevent such material or matter from being or accumulating upon the leased premises. Notwithstanding the above, Lessee may keep on the premises materials and/or substances that may be hazardous or detrimental to public health provided that these materials and/or substances are products related to the maintenance and upkeep of the restaurant facility and such materials and/or substances are stored and handled in a manner consistent with all applicable federal, territorial, municipal and other laws, ordinances, rules, regulations and orders regarding their storage and handling.

(c) If the Lessee fails to make any repairs or perform the required maintenance within thirty (30) days after receipt of notice from Lessor to do so, the Lessor may, but shall not be obligated to, make such repairs or perform such maintenance. In the event Lessor incurs costs to perform repairs or maintenance on the Premises, the Lessee agrees to reimburse the Lessor for all of the costs and expenses plus twenty percent (20%) of all cost and expenses incurred in connection therewith within thirty (30) days after receipt of Lessor's invoice therefor. Lessor's costs shall include, but not be limited to, the cost of maintenance or repair or replacement of property neglected, damaged or destroyed, including direct and allocated costs for labor, materials, supervision, supplies, tools, taxes, transportation, administrative and general expenses and other indirect or overhead expenses. Lessee shall pay interest at the rate of two percent (2%) per month until said amount has been paid by the Lessee. The making of any repair or the performance of maintenance by Lessor, which repair or maintenance is the responsibility of Lessee, shall in no event be construed as a waiver of Lessee's duty or obligation to make future repairs or perform required maintenance as provided in this Lease. In the event any required repair or maintenance cannot be completed within thirty (30) days, Lessee shall initiate such repair or maintenance work within thirty (30) days of receipt of notice from Lessor that such repair or maintenance is required and shall complete said work in a reasonable and timely manner.

(d) Lessee agrees to permit the Lessor and its agents to enter the premises or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations or perform such maintenance as may be necessary.



(e) Upon termination of this Lease and absent an agreement between the Lessor and Lessee to allow any improvements to remain on the Premises, the Lessee at its sole cost and expense shall restore the leased premises to as good a state and condition as the same were upon the date Lessee originally took possession thereof, reasonable wear and tear and damage by the elements excepted, and shall thereafter peaceably surrender the leased premises to the Lessor.

**9. ENVIRONMENTAL HAZARDS:**

(a) Lessee shall promptly notify Lessor of the release of any hazardous materials onto the leased premises. Lessee, at its sole cost and expense, shall promptly remove and/or treat and dispose of all such hazardous materials in accordance with regulations and orders of all local and federal governmental agencies having jurisdiction over the Premises and restore the leased premises to the condition they were in prior to the release of the hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to "hazardous wastes" and "extremely hazardous wastes" as those terms have been defined by the Administrator of the U.S. Environmental Protection Agency, the Guam Environmental Protection Agency, or any other person or agency having jurisdiction of the management of hazardous materials.

(b) Lessee agrees to indemnify and save harmless Lessor, Lessor's successors and assigns and Lessor's present and future officers, directors, employees and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto (including costs of defense, settlement, reasonable attorney fees, reasonable consultant fees and reasonable expert fees), which Lessor may hereafter suffer, incur, be responsible for, or disburse as a result of, directly or indirectly caused by or arising out of any "Environmental Hazards" existing on or about the leased premises to the extent that any such existence is caused by Lessee's present or future activities on the leased premises including but not limited to:

- (1) Any governmental action, order, directive, administrative proceeding or ruling;
- (2) Personal or bodily injuries (including death) or damage (including loss of use) to any premises (public or private);
- (3) Cleanup remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) Any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency (collectively "Environmental Liabilities").

The term "Environmental Hazards" shall include but not be limited to hazardous substances, hazardous wastes, biological and medical waste and by-products, radioactive and electromagnetic emissions, chemical pollutants, asbestos, polychlorinated biphenyl (PCB's), petroleum or other fuels (including crude oil or any fraction or derivative thereof)

and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA," 42 U.S.C. §§ 9601 et seq.), and any regulations promulgated pursuant thereto. The term "pollutants" shall be defined in the Clean Water Act (33 U.S.C. §§ 1251 et seq.) and any regulations promulgated pursuant thereto. This provision shall survive termination of this Lease.

**10. RIGHTS OF WAY AND ENCUMBRANCES:**

(a) This Lease is subject to rights of way and entry upon the leased premises for the installation, relocation, removal, operation and maintenance of sewers, storm drains, pipelines, conduits and for such telephone, telegraph, light, heat, power or water lines, or other utilities as may from time to time be determined by the Lessor.

(b) This Lease and all rights of Lessee hereunder are subject to restrictions, reservations, conditions and encumbrances of record and all matters affecting said premises of which Lessee has notice.

(c) This Lease does not grant and shall not be construed as granting to Lessee any rights or access to any property other than that property specifically described herein. Lessor does not warrant that Lessee shall have access to any premises other than that premises which is the subject of this Lease.

**11. ACCESS TO PREMISES BY LESSEE:** During the term of this Lease, Lessee, its officers, agents, employees and third persons using the premises with consent and approval of Lessee shall have reasonable vehicular and pedestrian access to the premises, but only in connection with the business operations of Lessee on said premises.

**12. ACCESS TO PREMISES BY LESSOR:** Lessor, by its duly authorized representatives or agents, may enter upon the leased premises at any and all reasonable times while this Lease shall be in effect for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof, for fire and police purposes, or for any other purposes incidental to the rights or duties of Lessor. Lessor shall not interfere with Lessee's quiet use and enjoyment while in possession of the leased premises. Lessee shall provide personnel to accompany Lessor's representatives or agents on such entries and inspections of the leased premises to determine Lessee's compliance with the provisions of this Lease. Emergency police, fire, medical, and rescue personnel shall have unrestricted access to the Premises while performing their official duties.

**13. DAMAGE TO PROPERTY OR PREMISES:**

(a) **Lessee's Property:** The Lessor and Lessor's agents shall not be liable for damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or Lessor's agents shall not be liable for any injury or damage to persons or property, or loss



or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, rain water, or leaks from any part of any building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, wind, typhoons or any other cause of whatsoever nature. The Lessor or its agents shall not be liable for any damage caused by other tenants or persons in said premises, or caused by operations in construction of any private or public or quasi-public work. However, Lessor shall be liable for the gross negligence of its employees, agents, or duly authorized representatives acting on its behalf.

(b) Lessee's Liability for Damage to Leased Premises or Lessor's Property: The Lessee shall be liable for any damage to the leased premises or to any portion of the Lessor's property, commonly known as the Agat Small Boat Marina, Port Authority of Guam, which may be caused by Lessee's act or Lessee's use of Lessor's property or by Lessee's negligence, or by the acts of Lessee's agents, employees, or invitees. Lessor may at Lessor's option repair such damage, and Lessee shall thereupon reimburse and compensate the Lessor for costs of such repair or damage within thirty (30) days after written demand by the Lessor.

#### 14. INDEMNIFICATION:

(a) Lessee shall indemnify, hold, protect and save harmless Lessor and any and all of its boards, officers and employees from and against any and all actions, suits, proceedings, claims, demands, damages, losses, liens, costs, expenses and liabilities of any kind and nature whatsoever, alleging injury to or death of persons or damage to property, including property owned by or under the care of the Lessor or economic losses, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its boards, officers, or employees, and arising from or attributable to or caused, directly or indirectly, through negligence or otherwise, by the use or occupancy of the leased premises or operations conducted thereon, by Lessee, Lessee's officers, agents, employees or any person or persons acting on behalf of Lessee and with Lessee's knowledge and consent, express or implied, pursuant to this Lease.

(b) The Lessee hereby agrees to release, indemnify and to hold Lessor harmless and free from and against any and all loss, expense, cost, damage or liability, whatsoever sustained by person or property and against any and all claims of third persons for damages arising out of Lessee's use of the leased premises, and for any and all damages paid out by Lessor resulting from a reasonable settlement of any claim or judgment, as well as for all costs, expenses and attorney's fees incurred in connection therewith.

#### 15. LIABILITY AND PROPERTY INSURANCE:

(a) LIABILITY: As a condition precedent to the effectiveness of this Lease, the Lessee shall procure and maintain in full force and effect during the term of this Lease at Lessee's sole cost and expense a policy for liability insurance from a company or companies authorized to do business in the Territory of Guam, with combined single limit minimum coverages of:



(1) Five Hundred Thousand Dollars (\$500,000) for death or bodily injury or loss sustained by any one person in any one occurrence; and

(2) One Million Dollars (\$1,000,000,00) for death or bodily injury or loss sustained by more than one person in any one occurrence.

(b) PROPERTY: Lessee, at Lessee's own expense, shall insure for Lessor at all times during the term of this Lease, the Facility, including all buildings, fixtures and other improvements against loss or damage by fire and the risks covered by the Standard Extended Coverage Endorsement now in general use in the Territory of Guam in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings, fixtures and improvements. Lessee will pay all premiums when due and will provide Lessor a certificate of insurance and evidence of the payment of such insurance premiums. In case such buildings, fixtures or other improvements, or any part thereof, shall be destroyed or damaged by fire or other casualty herein required to be insured against, then, and as often as the same shall happen, all proceeds of such insurance shall be available for and used with all reasonable dispatch by Lessee in rebuilding, repairing or otherwise reinstating such building, fixtures and other improvements in a good and substantial manner according to the plans thereof, or according to such modified plan for the same or substitute building(s), fixtures and other improvements as shall be approved in writing by Lessor and Lessee.

(c) Copies of such policies shall be delivered to the Lessor and shall contain a clause stating that at least thirty (30) days notice shall be given to the Lessor prior to the cancellation or refusal to renew any such policies. The Lessor and its officers and employees shall not be liable for the payment of any premiums or assessments on said policy or policies. Lessee shall deliver said policy or policies of insurance, or certified or photostatic copies thereof, or a certificate thereof, to Lessor for approval as to sufficiency and form. At least fifteen (15) days prior to the expiration of any such policy, a certificate, showing that such insurance coverage has been renewed or extended, shall be filed with the Lessor. If such coverage is cancelled or reduced, Lessee shall, within ten (10) days after Lessor's receipt of written notice from Lessee of such cancellation or reduction of coverage, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies, and said policy shall be submitted for approval as herein provided. Lessee agrees to suspend and cease all operations hereunder on the premises during such periods of time as the required insurance coverage is not in effect. If any claims covered by the insurance policies purchased by the Lessee arise, it is understood and agreed that the Lessee's policies shall be primary before any of the Lessor's policies. The Lessee's failure to provide and maintain insurance coverage, as set forth herein, shall be a breach of the conditions of this Lease and a default of the Lease. Lessee shall be given five (5) business days to cure such default, otherwise it shall result in the automatic termination of this Lease.



**16. COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS:**

(a) At all times in its use and occupancy of the leased premises and in the conduct of its operations thereon during the term of this Lease, Lessee at its sole cost and expense shall comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, territorial, or municipal governments or any of their agencies with respect to Lessee's use and occupancy of the leased premises, including but not limited to the construction, erection and installation of improvements thereon, and in the conduct of Lessee's operations thereon, and with regard to pollution and safety. If Lessee receives or causes the Lessor to be cited for violation of any order, rule, regulation or requirement or receives a fine for violation therefore, Lessee shall:

(1) Upon written notice from Lessor and within five (5) business days of notice or any extension thereof expressly granted by Lessor, cure, correct or remedy any condition giving rise to such violation or imposition of fine; and

(2) Pay the full amount of any fine that may be imposed upon Lessee or upon Lessor for Lessee's violation within five (5) business days of Lessor's written demand.

(b) If Lessee fails to cure, correct or remedy any condition giving rise to such violation within the time limits set forth above, or fails to pay the full amount of any fine imposed upon Lessee or upon Lessor for Lessee's violation within the time limits set forth above, the Lessor at its option may cure, correct or remedy such condition or shall pay on behalf of Lessee the full amount of such fine. In either event, Lessor shall bill Lessee and Lessee shall pay the full amount of the expenses incurred in the curing, correcting or remedying of such condition or Lessee shall pay the full amount of such fine.

**17. UTILITIES, TAXES AND ASSESSMENTS:**

(a) The Lessee, at its sole cost and expense, is responsible for and shall pay on a timely basis when due and payable, all utility installations and services furnished to or used by it, including without limitation water, power, light, gas, sewerage, trash collection, telephone service, and other utilities and public charges arising thereto, levied or assessed against the leased premises, or arising by reason or occupancy, use or possession of the leased premises.

(b) Except where contested in good faith in a court of appropriate jurisdiction, Lessee shall pay, prior to delinquency, all lawful taxes, assessments and other governmental or public charges that may be levied upon its property and improvements of any kind located on the leased premises and upon the interest granted under this Lease. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes and assessments levied on such interest. Payment of any such possessory interest tax or assessment shall not reduce any compensation due Lessor hereunder.

(c) Satisfactory evidence of such payments shall be delivered to Lessor upon Lessor's demand therefor.

(d) If Lessor is billed directly and pays for any of these charges, Lessee shall reimburse Lessor for the amount paid no later than thirty (30) days after receiving Lessor's invoice.

**18. DEFAULT:**

(a) Lessee shall be in default if any of the following conditions occur:

(1) The Lessee fails to pay installments, rents, taxes, or other assessments when due, and if said failure shall continue for thirty (30) days after written notice thereof shall have been given to Lessee by Lessor;

(2) The Lessee or Lessor materially breaches any material term, provision or covenant of this Lease, other than payment of installments, rents, taxes or other assessments, and fails to commence curing of such breach within thirty (30) days from and after written notice;

(3) Lessee abandons the leased premises for more than sixty (60) days.

**19. TERMINATION OF LEASE:**

(a) Lessor shall have the right to terminate the Lease upon default of Lessee and provided Lessor gives thirty (30) days notice to Lessee in accordance with 21 GCA §§ 5105 and 21105. Lessee shall be required to vacate the leased premises upon such written notice.

(b) This Lease may be terminated at any time by the written mutual agreement of the Lessor and Lessee.

(c) The Lease may be terminated due to any law involving the national security of the United States or for the Government of Guam, or due to any law passed by the local or federal government, or for reasons beyond the reasonable control of the Lessor.

**20. WAIVER OF CLAIMS:** Lessee hereby waives all claims against Lessor, and its officers and employees, for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Lease, or any party thereof, or by any judgment, order or award in any suit or proceeding declaring this lease null, void or voidable, or delaying the same, or any part thereof, from being carried out.

**21. LIENS:** Except where contested in good faith in a court of appropriate jurisdiction, and except for liens arising from taxes or tax assessments, Lessee shall keep the leased premises and all improvements thereon free from liens of any kind or nature arising out of its operations. In connection with the construction, erection or installation of improvements made upon the leased premises, or additions, alterations or repairs thereto, the party making the same agrees that it will, at all times, indemnify and save the Lessor free and harmless



from and against all liens, claims, demands, costs, and expenses for work done, labor performed, or materials or other things furnished in connection therewith, and the costs of defending against any such lien, claim, demand, cost and expense, including reasonable attorney's fees.

**22. NOTICES:**

(a) All notices, as may be required by law or this Lease shall be made by personal delivery or by registered or certified mail with postage prepaid, addressed to the proper party as follows:

As to the Lessor:

Mr. Rory J. Respicio  
General Manager  
PORT AUTHORITY OF GUAM  
1026 Cabras Highway  
Suite 201  
Piti, Guam 96915

As to the Lessee:

Mrs. Magi T. Kallingal  
President  
KALS CORPORATION  
P.O. Box 9473  
Dededo, Guam 96912

(b) All notices to the Lessee shall be deemed delivered as of the date of the postmark of any mail or notices properly addressed and registered by the U.S. Post Office provided that such mail or notice is properly addressed, as set forth above, contains sufficient prepaid postage and is registered.

**23. SUBLEASE AND ASSIGNMENT:**

(a) The Lessee shall not assign or sublease the said land or any portion thereof to any third party unless it shall have first obtained in writing the consent of the Lessor, except that the Lessee may assign or sublet to a person controlled by or under common control with Lessee and Lessor's consent shall not be unreasonably withheld.

(b) Except as provided herein, no concession, license, permit or privilege for the conduct of any business or other operation for profit in, upon or from the leased premises, and no total or partial assignment, transfer, sublease, gift or grant of control of this lease or the leased premises, whether voluntary or involuntary, shall be valid for any purpose unless first approved by Lessor.

(c) Neither this lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee or by any process of law, and possession of the whole or any part of the leased premises shall not be divested from Lessee in such proceedings or by any process of law without the written consent of Lessor, and any breach of the provisions of this paragraph shall cause this Lease to terminate immediately at the option of Lessor.

24. **SEVERABILITY:** If any term, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. **WAIVER OF BREACH:** The waiver by Lessor of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition herein contained. Any custom or practice which may grow up between the parties during the term of this Lease shall not be construed to waive or to lessen the right of the Lessor to insist upon the performance by lessee in strict accordance with the terms herein.

26. **ATTORNEY'S FEES:** In the event of any dispute arising out of this Lease, it is hereby stipulated and agreed that the parties shall each bear their own attorney's fees and expenses.

27. **COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF LESSOR:** Lessee agrees at all times to abide by the existing regulations of the Lessor and to require all business invitees of the Lessee to observe such regulations and to engage in no activity that is contrary to such regulations. It is further agreed that the Lessor shall have full authority to determine what activities come within the scope of such regulations.

28. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this Lease agreement shall be deemed or construed by the parties hereto, or by any third parties, to create a relationship of principal and agent, or a partnership or joint venture, or any association or relationship other than a relationship of Lessor and Lessee.

29. **EXCLUSIVITY:** The Lessor shall not nor shall it permit any other person or entity to engage in the sale of food, beverages and alcohol within the Agat Small Boat Marina.

30. **COMPLETE AGREEMENT:** This document constitutes the whole agreement between Lessor and Lessee. Lessor and Lessee expressly agree that this Lease contains all of the terms, covenants, conditions, representations and agreements between the parties hereto relating in any manner to the use and occupancy of the premises, and that no prior agreement or understanding pertaining to the same shall be valid or of any force or effect. There are no terms, obligations or conditions other than those contained herein.



31. **AMENDMENTS IN WRITING:** Lessor and Lessee agree that the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing signed by the parties thereto. No modification or amendment of this Lease shall be valid and effective, unless evidenced by a written agreement signed by the parties which makes specific reference to this Lease.

32. **INTERPRETATION OF LEASE:** The language in all parts of this Lease shall be in all cases construed simply, according to its fair meaning, and not strictly for or against Lessor or Lessee. Captions and Paragraph Headings are for convenience and reference only, and shall not be deemed to limit or in any manner restrict the contents of the paragraph to which they relate.

33. **GOVERNING LAW:** This Lease shall be governed and construed in accordance with the laws of the Territory of Guam, both as to interpretation and performance.

34. **BINDING EFFECT:** This Lease and the terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the Lessor and Lessee, their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF,** the parties hereto have caused these presences to be duly executed with all the formalities required by law on the date first above written.

**\*\*SIGNATURES AND ACKNOWLEDGMENT APPEAR ON THE NEXT PAGE\*\***

LESSOR:

JOSE D. LEON GUERRERO COMMERCIAL  
PORT (PORT AUTHORITY OF GUAM)

LESSEE:

KALS CORPORATION

BY: \_\_\_\_\_  
RORY J. RESPICIO  
General Manager

BY: \_\_\_\_\_  
MAGI T. KALLINGAL  
President

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CHRISTINE C. ARRIOLA  
Port Staff Attorney



ACKNOWLEDGMENT

GUAM )  
 ) ss:  
CITY OF HAGATNA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned notary, personally appeared RORY J. RESPICIO, a duly authorized representative for the JOSE D. LEON GUERRERO COMMERCIAL PORT, autonomous agency of the government of Guam, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

\_\_\_\_\_  
(official signature and seal of notary)

)SEAL(

ACKNOWLEDGMENT

GUAM )  
 ) ss:  
CITY OF HAGATNA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary, personally appeared MAGI T. KALLINGAL, a duly authorized representative for KALS CORPORATION, a Guam corporation, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

)SEAL(

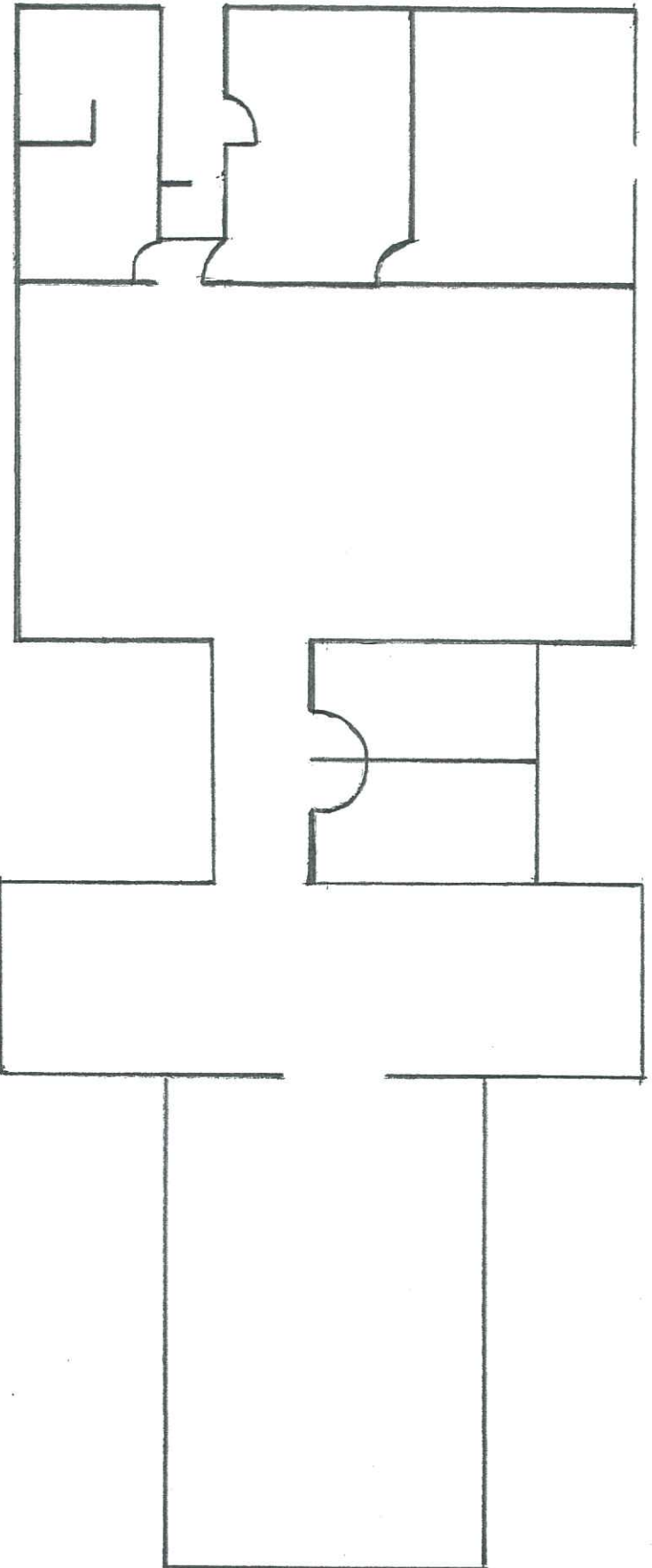
\_\_\_\_\_  
(official signature and seal of notary)



# AGAT MARINA

Agat Small Boat Marina Restaurant  
Building containing a total area  
of approximately 2,449 square feet.

SIDEWALK



PARKING

PARKING

PARKING

EXHIBIT A

AGAT ROUTE 2



**PORT OF GUAM**  
ATURIDAT I PUETTON GUAHAN  
**Jose D. Leon Guerrero Commercial Port**  
1026 Cabras Highway, Suite 201, Piti, Guam 96925  
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445  
Website: [www.portguam.com](http://www.portguam.com)

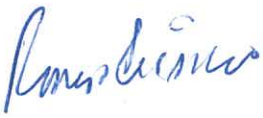


**Lourdes A. Leon Guerrero**  
Governor of Guam  
**Joshua F. Tenorio**  
Lieutenant Governor

August 18, 2022

**MEMORANDUM**

TO: Board of Directors

FROM: Rory J. Respicio, General Manager 

SUBJECT: Adoption of Rules of Engagement: Collective Bargaining Agreement Negotiation Rules between Port Authority Police Division and Guam Federation of Teachers

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On July 17, 2020, the Department of Administration (DOA) had formally informed the Port Authority that the Guam Federation of Teachers (GFT) petitioned for exclusive recognition of Port Police Officer I, Port Police Officer II, and Port Security Guard (Armed). This is in accordance with the Public Employee-Management Relations Act, Title 4 GCA, Chapter 10, Section 10105.

Based on this notification and as directed by DOA, the Port posted the 'Notice of Petition', prepared by DOA, on all port bulletin boards, Port Admin building, port website, Gate House, Main Gate, and all areas of the Port Police security checks. Furthermore, DOA is to establish appropriate units of employees that assures a clear and identifiable community of interest in employment conditions among the employees involved as required by Title 4 GCA, Chapter 10, Section 10116. In doing so, DOA requested the Port for the following information that was provide to DOA on August 7, 2020.

- 1) Port Authority of Guam Organizational Chart;
- 2) Complete Staffing Pattern, including Employees' Name, Position Title & Pay Grade per Division;
- 3) Current Position Descriptions; and
- 4) Function Chart.

On May 9, 2022, DOA formally notified the Port of their results of the petition for exclusive recognition filed by GFT, in that, after their thorough review of the documents submitted by GFT as well as the Port, DOA determined that the employee unit proposed by GFT is an appropriate bargaining unit and further found that GFT has majority membership in the appropriate employee unit.



Memo to Board of Directors

RE: Adoption of Rules of Engagement: Collective Bargaining Agreement Negotiation  
Rules between Port Authority Police Division and Guam Federation of Teachers

August 18, 2022

Page 2 of 2

On April 15, 2022, DOA transmitted to the Governor's office their investigative findings into the eligibility of the Port Police I, Port Police II, and Port Security Guard (Armed) positions to form a collective bargaining unit. Title 2 GARR states the Governor has the sole power to grant an employee organization recognition as the exclusive bargaining agent for an appropriate employee unit.

On April 29, 2022, Governor Lou Leon Guerrero granted GFT recognition as the exclusive bargaining agent for the appropriate employee unit of Port Police I, Port Police II, and Port Security Guard (Armed) positions of the Port Authority of Guam. This recognition authorizes GFT to negotiate a Collective Bargaining Agreement with the Port Authority of Guam.

On August 4, 2022, the Guam Federation of Teachers presented the collective bargaining agreement negotiation rules for Port consideration and approval. Once fully executed, the Port and GFT will commence discussions toward a collective bargaining agreement, abiding by the rules of engagement.

In light of this, Board approval is being requested to adopt the rules of engagement to enable Management to commence negotiations with GFT on the collective bargaining agreement.

I am available for any questions you may have.

**COLLECTIVE BARGAINING AGREEMENT NEGOTIATION RULES BETWEEN**

**PORT AUTHORITY OF GUAM  
POLICE DIVISION  
AND  
THE GUAM FEDERATION OF TEACHERS**

**THIS AGREEMENT**, is made and entered into, by and between the PORT AUTHORITY OF GUAM, hereinafter PAG, for its Police Division, Government of Guam and the Guam Federation of Teacher's Union, hereinafter referred to as the "GFT," collectively referred to as the "Parties." The Agreement will be effective on the date signed by the parties; as set forth herein.

**RECITALS**

**WHEREAS**, pursuant to 4 G.C.A. §10105 employees have the right to form, join, assist and participate in the management of employee organizations of their own choice; and

**WHEREAS**, in compliance with the requirements set forth in 4 G.C.A. §10109, PAG's Management hereby recognizes GFT, as a qualified employee organization, to be the exclusive representative of PAG's Police Officers of its Police Division, hereinafter referred to as "Employee Group," because at least ten percent (10%) of said Employee Group are members of the GFT and because a majority of such Employee Group have designated GFT as their exclusive representative; and

**WHEREAS**, pursuant to 4 GCA §10113(b), GFT has the right, as the exclusive representative of said PAG Employee Group to negotiate written Collective Bargaining Agreements with PAG Management, reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

**NOW THEREFORE**, in compliance with the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth, PAG and GFT hereby covenant and agree as follows:

1. PAG and GFT agree to negotiate the terms of a written Collective Bargaining Agreement, hereinafter referred to as CBA, which shall be mutually agreed to by the parties and which shall reflect the bilateral determination of specific terms and conditions of employment for DPW's Employee Group and said agreement shall be subject to paramount law and regulations.
2. Negotiations, for the Agreement described in section 1, shall be initially convened on the \_\_\_\_ day of \_\_\_\_\_ 2022 at the PAG Office at 3:00 p.m., and the parties shall continue negotiations until 5:00 p.m. each session; unless otherwise agreed to by the parties, with at least two (2) negotiation meetings per month on every 2nd Wednesday and 4th Wednesday thereafter; from 3:00 p.m. to 5:00 p.m.; with a ten (10) minute break after the 1st hour as agreed to by the parties, until a final draft of a tentative agreement is made. Negotiations shall take place at the PAG Board of Directors Room. The Port Command Center may be used as an alternate location as mutually agreed upon by the parties at least twenty-four (24) hours in advance of the scheduled negotiations.

**ORIGINAL**



3. The parties shall be represented by their respective negotiation teams. The negotiation teams shall abide with the negotiation schedule agreed upon. The scheduled negotiation meetings may be changed if a legitimate emergency arises, or the Chief Negotiators mutually agree to a change of schedule in writing.
4. The parties agree to negotiate in good faith with the intent of making a final draft tentative agreement that complies with the requirements set forth in section 1 herein, and negotiations between the parties shall continue from the initial commencement date of \_\_\_\_\_ to the date a binding final written agreement between the parties is fully executed and any regulatory approvals, if required, are obtained.
5. Each party shall designate such persons who shall serve as negotiators on behalf of their respective party. The parties hereby designate the following persons as their respective negotiating teams:

a. PAG Primary Negotiating Team Members:

- (1) Rory J. Respicio, Chief Negotiator
- (2) Luis R. Baza, Alternate Chief Negotiator
- (3) Dominic Muna
- (4) Vivian C. Leon
- (5) Jesse S. Mendiola, Jr.

Support Staff:

- (1) Atty. Christine C. Arriola
- (2) Shawn Cepeda
- (3) Jose Guevarra
- (4) Victor Camacho
- (5) Rosanna Castro

b. GFT Primary Negotiating Team Members:

- (1) Daniel Del Priore
- (2) Rodolf Salas

Each party shall designate such alternate negotiating team members as it desires. The parties hereby designate the following persons as their Alternate Negotiating Team;

a. PAG Alternate Negotiating Team Members:

- (1) Victor Camacho
- (2) Rosanna Castro
- (3) Shawn Cepeda
- (4) Jose Guevarra B.

b. GFT Alternate Negotiating Team Members:

- (1) Robert Koss
- (2) Mario Espinoza

6. Each negotiating team shall designate one person to serve as its Chief Negotiator, and second person, who shall be selected from the primary or alternate negotiating team members for their respective parties, as Alternate Chief Negotiator who shall serve if the primary Chief Negotiator is absent. The PAG Chief Negotiator and Alternate Chief Negotiator shall have the authority to approve a draft tentative agreement, or any provision, term, or part, thereof, subject to final approval by the PAG General Manager if the PAG Chief Negotiator is not the PAG General Manager, and PAG Board of Directors. GFT authorizes their Chief Negotiator, and alternates, to approve a draft tentative agreement, or any provision, term, or part, thereof, subject to final approval of GFT. The parties hereby designate the following persons as their Chief Negotiators and their alternates:

a. PAG's Chief Negotiator and Alternate:

Chief Negotiator: Rory J. Respicio

Alternate Chief Negotiator: Luis R. Baza

b. GFT's Chief Negotiator and Alternate:

Chief Negotiator: Daniel Del Priore

Alternate Chief Negotiator: Robert Koss

Both parties reserve the right to change their Chief Negotiator and Alternate Chief Negotiator during negotiations. However, changes by a party in its designation of Chief Negotiator or Alternate Chief Negotiator shall not serve as a basis to amend any provisions previously agreed to by the parties.

7. PAG employees shall serve as members or alternate members of either parties' negotiating teams in a paid status and time spent in negotiations must be considered as time worked. PAG employees shall be scheduled to work at the dayshift during the period of the Collective Bargaining Agreement negotiations, subject to the safe and efficient operation of PAG. There shall be no charge to an employee's accumulated or accrued leave for time spent in the negotiations inclusive of reasonable travel time controlled by this agreement.



8. The parties' negotiating teams may invite guests to make presentations in an area of expertise regarding any matter being reviewed or considered during the negotiations between the parties. Such guests may only attend the meetings described in section 2 herein only for the duration of such presentations and any questions and answer sessions that follow unless otherwise agreed by the parties.
9. When the parties cannot reach an agreement on a proposal it will be tabled until all proposals have been discussed or the parties decide to address the impasse through some other method established by mutual agreement. The parties shall make every effort to reach an agreement on tabled proposals.
10. Either parties' negotiating teams may have a caucus meeting outside of the presence of the other party's negotiating team, or the agreed meeting place, at any time and for any reason. The parties' Chief Negotiators, or their alternates, shall mutually agree on when the meetings described in section 2 shall continue prior to recessing for any caucus meeting.
11. The parties' negotiating teams shall have the right to request that the other party's negotiating team accept, deny, or make a counter-offer in writing to any of their respective proposals.  
  
A provision or portion thereof is considered a tentative agreement only when mutually signed and dated by both Chief Negotiators. Once a tentative agreement is reached on a provision or a portion thereof, that section or item shall not be revisited unless both parties agree to do so.
12. Upon the request of either parties' negotiating team, the other party shall make available, for inspection and copying, PAG documents and records pertinent to the subject of negotiations, unless such requested PAG documents are privileged or otherwise non-disclosable pursuant to the laws of Guam.
13. Draft agreements, or any terms, or provisions thereof, which the parties' negotiating teams agree upon, shall be deemed the tentative agreement, or part of the tentative agreement for individual terms or provisions the parties' negotiating teams agree to. The final tentative agreement shall be drafted in a form mutually acceptable to both parties' negotiating teams.
14. The final draft of the tentative agreement shall be submitted to the parties for their respective final approval and ratification. For PAG, the final draft tentative contract is to be presented to the PAG Board of Directors at the next regularly scheduled Board meeting after the contract has been mutually agreed upon by the parties' negotiating team. PAG will provide GFT the date and time the contract will be presented to the BOD. Subsequently, the approved final agreement shall be submitted to the Attorney General and the Governor for their final reviews and the Governor's approval.
15. If, for any reason, the final draft of the tentative agreement is not approved or ratified by either party or any governmental authority as may be required by law, the party who did not give or who could not obtain approval or ratification of the final draft contract or obtain the required signatories shall notify the other party within seven (7) days of such non-approval or ratification. Immediately after such notice is given and received, the parties' negotiating teams shall continue negotiations, in accordance with section 2 herein.
16. These rules may be amended at any time by a in writing and signed by both parties.

**\*\* Signatures appear on next page\*\***

IN WITNESS, WHEREOF THE PARTIES HERETO SIGNED THESE RULES ON THE DATES SET FORTH HEREIN.

**FOR THE PORT AUTHORITY OF GUAM**

Dated: 9/1/2022

By:



**RORY RESPICIO  
GENERAL MANAGER**



**FRANCISCO SANTOS  
CHAIRMAN OF THE BOARD**

**FOR THE GUAM FEDERATION OF  
TEACHERS UNION**

Dated: 8/4/2022

By:



**TIMOTHY FEDENKO  
GFT PRESIDENT**