AGENDA PORT OF SIUSLAW COMMISSION 100 HARBOR STREET FLORENCE OREGON March 17, 2016 • 7:00 PM

| 1 | Call to Order | Caputo |
|----|---|---------------|
| 2 | Public Comment (limited to 15 minutes/5 minutes per speaker) | |
| 3 | Approval of Minutes by Consent | Caputo |
| 4 | Financial Statement by Consent | McClure |
| 5 | Invitation to Join South Coast Ports Coalition/Letter from Gina Dearth, Port Manager at Port of Bandon, dated February 16, 2016 | Leskin |
| 6 | Proposal for Erosion Control and Dredging/Letter from marine engineer Jack Aiken and contract, dated February 4, 2016/Historical and current photographs of C-Row shoreline | Leskin |
| 7 | Bulkhead up date | Wagner |
| 8 | Federal Dredging appropriations/e mail from Heather Stubbins, PNWA | Leskin |
| 9 | District Tax Base Analysis/Recommendations for rotating location of Commission Meetings | Leskin |
| 10 | Commissioner Reports | |
| 11 | Port News from around the state | Informational |
| 12 | Adjournment | Caputo |
| 13 | Executive Session (per ORS 192.660(2)(e)) a. Don Wilbur property b. Rhododendron Property Appraisal | |



MINUTES

PORT OF SIUSLAW COMMISSION MEETING Wednesday, 17 February 2016, 7:00pm Port Office, 100 Harbor Street, Florence OR 97439

Commissioners Attending: Ron Caputo, Terry Duman, Nancy Rickard, David Huntington, Mike Buckwald

Staff Attending: Steven Leskin, Manager; Dina McClure, Admin

Commission President Caputo called the meeting to order at 7:00pm

APPROVAL OF THE AGENDA – No changes were made

FINANCIALS

- 1. <u>Annual Financial Report for FY2014-15:</u> Bill Trotter, Emerald CPA Group, gave his presentation via Skype
- 2. <u>Financial Statements:</u> (7:15:15) McClure had remarks regarding the annual insurance payment and a revised report. On the Motion, made by Commissioner Buckwald and seconded by Commissioner Rickard, the board voted unanimously to ratify bills in the amount of \$111,690.11.

NEW BUSINESS

- 1. Resolution 2-17-16A Authorizing an SDAO Grant and Appropriating Funds (7:18:36) Leskin withdrew the Resolution after finding out purchasing gravel would not solve the water intrusion problem. Leskin said the Resolution will be revised to purchase security cameras and will return to the agenda in March.
- 2. Resolution 2-17-16B Adopting an Oregon Ethics Law Policy (7:19:55)

 McClure withdrew the Resolution after getting last minute revisions from the port attorney which Leskin had not had time to review. McClure said the Resolution will return to the agenda in March.
- 3. Approve Port Manager Request for Benefits to Start 1 March 2016 (7:20:55)
 On the Motion, made by Commissioner Rickard and seconded by
 Commissioner Buckwald, the board voted unanimously to start Leskin's
 benefits effective 1 March 2016.

REPORTS (7:22:54)

Commissioner Rickard

- Attended the following city meetings: Main Street, Mayor's State of the City, and Economic Development,
- Attended Siuslaw Watershed Council. The new director, Dan Carpenter, wants to give the board a presentation soon,
- Attended the Lane Area Council on Transportation in Springfield.

Commissioner Duman

 Attended the Oregon Coast Zone Management Association and said it is a good organization for the port to support financially.

Commissioner Caputo

 The Port of Siuslaw will not be sending a representative to the Pacific Northwest Waterway conference in Washington DC this year. Thanks to Senator DeFazio, the port will receive over \$800K in 2016 for river entrance dredging.

Commissioner Caputo introduced the new port manager, Steven Leskin.

Manager's Report

- Attended the Abandoned and Derelict Vessel Task Force in Newport.
- Attended the South Coast Development Council meeting. Executive Director,
 Connie Stopher has a lot of connections and can help market the PVIP property.
- Met with Jack Aiken, a marine engineer, and discussed the status of the bulkhead, bank erosion, and marina dredging. Leskin will provide the board with a report at the March meeting.
- Met with representatives from Siuslaw Outreach Services, Helping Hands, and Florence Police to discuss issues with the public restrooms.
- Following the March meeting, the board will meet in executive session to review updates regarding property transactions.
- Expect a new conference table configuration and meeting binders to replace the iPads at the March meeting.

Commission President Caputo adjourned the meeting at 7:38pm.

Port of Siuslaw Balance Sheet As of February 29, 2016

| | Feb 29, 16 |
|---|-----------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings 1001 · BB Checking - General Fund | 38,396.38 |
| 1003 · BB SAV - Capital Reserve | 85,063.02 |
| 1005 · BB MMA - General Fund | 449,033.91 |
| 1050 · BB MMA - ICM | 5,044.08 |
| 1070 · Petty Cash | 800.00 |
| Total Checking/Savings | 578,337.39 |
| Other Current Assets | |
| 1220 · Accounts Receivable | 6,281.20 |
| 1499 · Undeposited Funds | 1,674.50 |
| Total Other Current Assets | 7,955.70 |
| Total Current Assets | 586,293.09 |
| TOTAL ASSETS | 586,293.09 |
| LIABILITIES & EQUITY Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 · *Accounts Payable | 10,420.75 |
| Total Accounts Payable | 10,420.75 |
| Credit Cards | |
| 2021 · Port Credit Card 1 | 4,559.37 |
| 2022 · Port Credit Card 2 | 293.88 |
| Total Credit Cards | 4,853.25 |
| Other Current Liabilities | |
| 2030 · Deposits Held | 8,550.00 |
| 2040 · Gift Certificates | -277.00 |
| 2045 · Unearned CG Revenue (Hercules) | 123,907.47 -195.20 |
| 2150 · Payroll related Liabilites | |
| Total Other Current Liabilities | 131,985.27 |
| Total Current Liabilities | 147,259.27 |
| Total Liabilities | 147,259.27 |
| Equity | |
| 3000 · Opening Bal Equity | 104,709.66 |
| 3900 · *Retained Earnings | 120,444.84 |
| Net Income | 213,879.32 |
| Total Equity | 439,033.82 |
| TOTAL LIABILITIES & EQUITY | 586,293.09 |

Port of Siuslaw Profit & Loss Budget Performance

| | | Feb 16 | | | |
|---------|--|-----------|------------------|-----------|--------------|
| | Income | 10010 | Jul '15 - Feb 16 | VARIANCE | Annual Budge |
| | 4100 · Available Beginning Cash | 0.00 | 0.00 | | 350,000.0 |
| | 4140 · Campground Revenue | | | _ | |
| | 4141 · RV Sites- Taxable | 8,733.51 | 189,630.19 | 47,369.81 | 237,000.0 |
| | 4142 · RV Sites -Non Taxable | 5,501.99 | 82,561.31 | 22,438.69 | 105,000.0 |
| | 4143 · RV Site - Add'I revenue | 168.00 | 3,985.28 | 14.72 | 4,000.0 |
| | 4144 · Transient Room Tax | 847.96 | 18,397.53 | 4,602.47 | 23,000.0 |
| | 4145 · Reservation Fees | 460.00 | 15,610.72 | 389.28 | 16,000.0 |
| | Total 4140 · Campground Revenue | 15,711.46 | 310,185.03 | 74,814.97 | 385,000.0 |
| | 4150 · Leases | | | | |
| | 4151 · Building Lease - 1499 Bay St | 1,150.00 | 9,200.00 | 4,600.00 | 13,800.0 |
| | 4152 · Building Lease - 080A Harbor St | 1,200.00 | 9,600.00 | 4,800.00 | 14,400.0 |
| | 4153 · Wharf lease - ICM | 4,129.90 | 33,039.20 | 16,519.80 | 49,559.0 |
| \perp | 4154 · Wharf lease - Mo's | 8,418.20 | 67,345.60 | 33,672.40 | 101,018.0 |
| | 4155 · Concessions | 0.00 | 9,000.00 | 2,223.00 | 11,223.0 |
| | 4156 · Docking Lease | 200.00 | 200.00 | -200.00 | 0.0 |
| | Total 4150 · Leases | 15,098.10 | 128,384.80 | 61,615.20 | 190,000.0 |
| | 4160 · Moorage | | | | |
| | 4162 · Commercial Moorage | 1,450.65 | 12,894.36 | 1,145.64 | 14,040.0 |
| | 4163 · Sport Moorage | 2,171.36 | 59,591.49 | -4,591.49 | 55,000.0 |
| | 4165 · Liveaboard Fees | 158.95 | 958.97 | 1.03 | 960.0 |
| | Total 4160 · Moorage | 3,780.96 | 73,444.82 | -3,444.82 | 70,000.0 |
| | 4170 · Storage | | | | |
| | 4171 · Outside storage | 160.72 | 1,729.20 | 70.80 | 1,800.0 |
| | 4172 · Indoor Storage | 3,344.72 | 19,353.88 | 846.12 | 20,200.0 |
| | Total 4170 · Storage | 3,505.44 | 21,083.08 | 916.92 | 22,000.0 |
| | 4190 · Marine Fuel | | | | |
| | 4191 · Diesel | 0.00 | 5,473.03 | 4,526.97 | 10,000.0 |
| | 4192 · Gas, Non-ethanol | 96.07 | 44,794.04 | 205.96 | 45,000.0 |
| | Total 4190 · Marine Fuel | 96.07 | 50,267.07 | 4,732.93 | 55,000.0 |
| | 4200 · Other Facility Income | | | | |
| | 4210 - Parking Income | | | | |
| | 4211 · Nopal Lot Long Term | 0.00 | 0.00 | 300.00 | 300.0 |
| | 4210 · Parking Income - Other | 37.00 | 12,207.89 | -2,507.89 | 9,700.0 |
| | Total 4210 · Parking Income | 37.00 | 12,207.89 | -2,207.89 | 10,000.0 |
| | 4220 · Dump Station Fees | 10.00 | 4,154.14 | -154.14 | 4,000.0 |
| | 4230 · Gazebo Rental | 0.00 | 175.00 | -175.00 | 0.0 |

Port of Siuslaw Profit & Loss Budget Performance February 2016

| ! | ebruary 2016 | - | | |
|---|--------------|------------------|------------|---------------|
| | F-1-40 | 1-1145 F-1-40 | VARIANOE | AI Destant |
| | Feb 16 | Jul '15 - Feb 16 | VARIANCE | Annual Budget |
| 4242 · Boat Flush | 4.25 | 974.45 | -324.45 | 650.00 |
| 4243 · Laundry | 333.25 | 4,801.95 | 198.05 | 5,000.00 |
| 4244 · Soap/Bleach | 0.00 | 158.00 | 142.00 | 300.00 |
| 4245 · Tidebooks | 11.00 | 105.00 | -55.00 | 50.00 |
| Total 4240 · Vending Sales | 348.50 | 6,039.40 | -39.40 | 6,000.00 |
| 4250 · Forklift & Hoist | 25.00 | 195.00 | -195.00 | 0.00 |
| 4251 · Port Labor | 0.00 | 690.00 | -690.00 | 0.00 |
| 4252 · Seafood Seller Permits | 0.00 | 200.00 | -200.00 | 0.00 |
| 4253 - Charter/Guide Permit | 0.00 | 450.00 | -450.00 | 0.00 |
| 4270 · Retail Sales | | | | |
| 4271 · Mugs | 5.00 | 25.00 | 35.00 | 60.00 |
| 4272 · Clothing Sales | 20.00 | 569.00 | 371.00 | 940.00 |
| 4273 · 2 Cycle Oil | 0.00 | 75.00 | -75.00 | 0.00 |
| 4274 · Pins | 0.00 | 64.00 | -64.00 | 0.00 |
| 4275 · LED Pocket lights | 10.00 | 40.00 | -40.00 | 0.00 |
| Total 4270 · Retail Sales | 35.00 | 773.00 | 227.00 | 1,000.00 |
| 4300 ⋅ Cash Over/Short | -331.00 | -7.34 | 7.34 | 0.00 |
| Total 4200 · Other Facility Income | 124.50 | 24,877.09 | -3,877.09 | 21,000.00 |
| 4500 · Levied Taxes | | | | |
| 4510 · Current Levied Taxes | 1,418.89 | 263,655.05 | 36,344.95 | 300,000.00 |
| 4515 · State Forest Sales | 99.71 | 4,723.98 | -423.98 | 4,300.00 |
| 4520 · Prior Years Levied Taxes | 281.16 | 3,276.84 | -1,276.84 | 2,000.00 |
| 4525 · Levied Tax Interest | 47.70 | 452.02 | -452.02 | 0.00 |
| Total 4500 · Levied Taxes | 1,847.46 | 272,107.89 | 34,192.11 | 306,300.00 |
| | | 10-00 | | |
| 4540 · Interest Income | 0.00 | 167.83 | 632.17 | 800.00 |
| 4550 ⋅ Maintenance Assistance Program 4600 ⋅ Miscellaneous Income | 0.00 | 15,500.00 | 400.00 | 15,900.00 |
| 4605 · NSF check service charge | 0.00 | 60.00 | -60.00 | 0.00 |
| 4610 · Reimbursement Income | 4,156.00 | 10,198.78 | -10,198.78 | 0.00 |
| 4615 · Late Fees | 360.00 | 1,271.29 | -1,271.29 | 0.00 |
| 4625 · Other Income | 200.50 | 7,633.49 | -7,633.49 | 0.00 |
| 4600 · Miscellaneous Income - Other | 0.00 | 160.00 | 9,840.00 | 10,000.00 |
| Total 4600 · Miscellaneous Income | _ | _ | | |
| Total 4000 - Miscellaneous income | 4,716.50 | 19,323.56 | -9,323.56 | 10,000.00 |
| 4650 · Sale of Surplus Equipment | 0.00 | 375.00 | -375.00 | 0.00 |
| 4840 · Grants | | | | |
| 4841 · OR State Marine Board Grant | 0.00 | 32,229.68 | 102,639.32 | 134,869.00 |
| Total 4840 · Grants | 0.00 | 32,229.68 | 102,639.32 | 134,869.00 |
| Total Income | 44,880.49 | 947,945.85 | 612,923.15 | 1,560,869.00 |

Port of Siuslaw Profit & Loss Budget Performance February 2016

| | February 2016 | <u> </u> | | |
|--------------------------------|------------------|------------------|------------|--------------|
| | 5 1 40 | 1 1115 5 1 10 | WARIANGE | |
| | Feb 16 | Jul '15 - Feb 16 | VARIANCE | Annual Budge |
| Gross Profit | 44,880.49 | 947,945.85 | 612,923.15 | 1,560,869.0 |
| | | | | |
| Expense | | | | |
| 5000 · Personal Services | | | _ | |
| 5020 - Port Manager | 1,302.09 | 38,815.75 | 26,184.25 | 65,000. |
| 5021 · Interim Port Manager | 4,200.00 | 17,080.00 | -17,080.00 | 0. |
| 5030 · Administrative Assista | nt 898.56 | 16,486.92 | 22,451.08 | 38,938. |
| 5036 - Project Coordinator | 2,317.49 | 17,938.29 | 7,068.71 | 25,007. |
| 5045 · Services Lead | 2,326.81 | 11,066.48 | -11,066.48 | 0. |
| 5050 · Office Assistant | 0.00 | 7,709.78 | 16,929.22 | 24,639. |
| 5061 · Campground Staff | 1,072.80 | 13,238.14 | 9,583.86 | 22,822. |
| 5065 - Fuel Attendant | 0.00 | 2,337.00 | 1,663.00 | 4,000. |
| 5075 · Maintenance I Lead | 3,544.00 | 28,419.31 | 14,111.69 | 42,531. |
| 5076 · Maintenance II | 2,590.72 | 20,634.31 | 9,974.69 | 30,609. |
| 5077 · Maintenance III | 108.50 | 13,654.19 | 14,510.81 | 28,165. |
| 5078 · Groundskeeper | 1,394.64 | 9,617.54 | 18,266.46 | 27,884. |
| 5110 · Payroll taxes | 1,765.79 | 17,538.83 | 14,049.17 | 31,588. |
| 5180 · Health Insurance | 2,013.97 | 27,338.47 | 27,991.53 | 55,330. |
| 5181 · Life Insurance | 6.45 | 113.95 | 1,776.05 | 1,890. |
| 5182 · Dental Insurance | 176.44 | 2,488.94 | 2,468.06 | 4,957. |
| 5190 · Workers Compensation | n Insurance 0.00 | 7,608.76 | -608.76 | 7,000. |
| 5251 · Applicant Expenses | 0.00 | 142.48 | -142.48 | 0. |
| 5270 · Retirement | 0.00 | 0.00 | 5,000.00 | 5,000. |
| 5275 · Compensated absence | es 0.00 | 1,528.58 | 3,471.42 | 5,000. |
| 5280 · Overtime | 0.00 | 0.00 | 3,000.00 | 3,000. |
| Total 5000 · Personal Services | 23,718.26 | 253,757.72 | 169,602.28 | 423,360. |
| | | | | |
| 5300 · Material and Services | | | | |
| 5260 · Employee Training | 0.00 | 765.00 | 465.00 | 1,230. |
| 5310 · Grant Expenses | | | | _ |
| 5313 · Dredging Permit | 0.00 | 3,979.00 | -3,979.00 | 0. |
| 5310 · Grant Expenses - | | 0.00 | 10,000.00 | 10,000. |
| Total 5310 · Grant Expenses | 0.00 | 3,979.00 | 6,021.00 | 10,000. |
| | 455.55 | 5 700 07 | 7.070.00 | 40.000 |
| 5340 · Advertising | 455.55 | 5,726.97 | 7,273.03 | 13,000. |
| 5345 · Web Site | 0.00 | 919.43 | -919.43 | 0. |
| 5350 · Office Supplies | 332.83 | 1,841.62 | 2,158.38 | 4,000. |
| 5360 · Operation Supplies | | | _ | |
| 5361 · Safety Supplies | 77.55 | 2,319.70 | -219.70 | 2,100 |
| 5362 · Vehicle fuel | 107.83 | 900.30 | 1,199.70 | 2,100. |
| 5360 · Operation Supplie | | 7,157.70 | 8,642.30 | 15,800. |
| Total 5360 · Operation Suppli | es 1,070.08 | 10,377.70 | 9,622.30 | 20,000. |

Port of Siuslaw Profit & Loss Budget Performance February 2016

| F | Eebruary 2016 | | | |
|------------------------------------|---------------|------------------|------------|--------------|
| | Feb 16 | Jul '15 - Feb 16 | VARIANCE | Annual Budge |
| | | | | |
| 5370 · Marine Fuel | | | | |
| 5371 · Non-ethanol Gas | 0.00 | 32,200.80 | 7,799.20 | 40,000.00 |
| 5372 · Diesel | 0.00 | 2,068.41 | 7,931.59 | 10,000.0 |
| Total 5370 · Marine Fuel | 0.00 | 34,269.21 | 15,730.79 | 50,000.0 |
| | | | | |
| 5410 · Audit | 7,750.00 | 7,750.00 | 250.00 | 8,000.0 |
| 5420 · Accounting Service | 0.00 | 1,073.75 | 1,926.25 | 3,000.0 |
| 5430 · Legal Services | 500.00 | 14,101.00 | -4,101.00 | 10,000.0 |
| 5436 · Cost of Retail Items | 0.00 | 815.97 | 184.03 | 1,000.0 |
| 5450 · Insurance - General | 0.00 | 47,217.00 | 7,783.00 | 55,000.0 |
| 5455 · Insurance Claims Paid | 0.00 | 2,700.00 | -2,700.00 | 0.0 |
| 5470 · Contracted Services | 576.31 | 6,505.58 | 6,494.42 | 13,000.0 |
| 5510 · Travel & Meeting Expense | 1,119.53 | 1,683.55 | 8,316.45 | 10,000.0 |
| 5520 · Dues/Subscriptions | 271.20 | 14,682.34 | 1,617.66 | 16,300.0 |
| 5530 · Public Relations | 285.00 | 4,514.00 | -1,014.00 | 3,500.0 |
| 5550 · Telephone Expense | 473.17 | 4,960.43 | 4,039.57 | 9,000.0 |
| 5610 · Property Taxes | 0.00 | 13,224.82 | 775.18 | 14,000.0 |
| 5620 · Transient Room Tax | 746.72 | 18,401.84 | 2,598.16 | 21,000.0 |
| 5700 · Facilities | 4,769.86 | 25,277.92 | 30,222.08 | 55,500.0 |
| 5701 · MAP Repairs | 230.00 | 7,717.87 | 2,732.13 | 10,450.0 |
| 5730 · Tool & Equipment Purchase | 1,599.85 | 3,464.46 | 1,535.54 | 5,000.0 |
| 5750 · Equipment Rental | 411.90 | 5,423.94 | 2,576.06 | 8,000.0 |
| 5790 · Equipment Repairs | 39.20 | 2,026.50 | 5,973.50 | 8,000.0 |
| 5800 · Utilities | | | | |
| 5810 · Electric | 0.00 | 27,396.02 | 10,603.98 | 38,000.0 |
| 5820 · Water/Sewer | 1,338.41 | 25,841.71 | 4,158.29 | 30,000.0 |
| 5830 · Trash Service | 842.33 | 15,712.66 | 2,287.34 | 18,000.0 |
| 5840 · TV Cable | 2,121.27 | 16,092.21 | 7,907.79 | 24,000.0 |
| 5850 · Propane | 0.00 | 333.84 | -333.84 | 0.0 |
| 5870 · Sani-Star dump fee | 150.00 | 1,200.00 | -1,200.00 | 0.0 |
| Total 5800 · Utilities | 4,452.01 | 86,576.44 | 23,423.56 | 110,000.0 |
| | | | | |
| 5900 · State Lease Fees | 0.00 | 5,368.17 | 8,631.83 | 14,000.0 |
| 5950 · Miscellaneous | | | | |
| 5953 · Online Transaction Fees | 87.78 | 664.16 | -664.16 | 0.0 |
| 5954 · Bank CC Charges | 0.00 | 11,244.40 | 755.60 | 12,000.0 |
| 5955 · Employee Clothing | 234.98 | 1,103.21 | 896.79 | 2,000.0 |
| 5950 · Miscellaneous - Other | 0.00 | 6,181.19 | -1,181.19 | 5,000.0 |
| Total 5950 · Miscellaneous | 322.76 | 19,192.96 | -192.96 | 19,000.0 |
| | | | | |
| 5960 · NSF Check | 0.00 | 60.00 | -60.00 | 0.0 |
| Total 5300 · Material and Services | 25,405.97 | 350,617.47 | 141,362.53 | 491,980.0 |

Port of Siuslaw Profit & Loss Budget Performance

| | | February 2016 | | | |
|--------|--------------------------------------|---------------|------------------|------------|---------------|
| | | Feb 16 | Jul '15 - Feb 16 | VARIANCE | Annual Budget |
| | 6000 ⋅ Capital Outlay | | | | |
| | 6050 · Office Equipment | 2,791.03 | 2,791.03 | -2,791.03 | 0.00 |
| | 6060 · Operations Equipment | | | | |
| | 6068 · CG & Marina Software | 0.00 | 0.00 | 5,500.00 | 5,500.00 |
| | Total 6060 · Operations Equipment | 0.00 | 0.00 | 5,500.00 | 5,500.00 |
| | 6130 · Land | | | | |
| | 6141 - Wilbur Property | 2,120.48 | 5,120.48 | -5,120.48 | 0.00 |
| | 6142 · Riverfront Rhody Property | 1,300.00 | 1,300.00 | -1,300.00 | |
| | Total 6130 · Land | 3,420.48 | 6,420.48 | -6,420.48 | 0.00 |
| | 6170 · Marine Facilities | | | | |
| | 6178 · Floating Restroom | 0.00 | 325.56 | 124,674.44 | 125,000.00 |
| | 6180 · West Basin Repairs | 0.00 | 7,150.00 | -7,150.00 | 0.00 |
| | 6181 - Security Cameras/Gates | 0.00 | 0.00 | 4,369.00 | 4,369.00 |
| | Total 6170 · Marine Facilities | 0.00 | 7,475.56 | 121,893.44 | 129,369.00 |
| | 6610 · Capital Resverve Future Exp's | 0.00 | 0.00 | 15,000.00 | 15,000.00 |
| | Total 6000 · Capital Outlay | 6,211.51 | 16,687.07 | 133,181.93 | 149,869.00 |
| | 6700 - Contingency | 0.00 | 0.00 | 100,000.00 | 100,000.00 |
| | 7000 · Debt Service | | | | |
| | 7215 · MNIF (Dredging) #524016 | 0.00 | 5,876.15 | 3.85 | 5,880.00 |
| | 7216 · PRLF (MSLTD) #525186 | 0.00 | 34,799.79 | 11,600.21 | 46,400.00 |
| | 7220 · PRLF (Nopal Devel) #520130 | 0.00 | 22,093.08 | 7,366.92 | 29,460.00 |
| | 7225 · Banner Bank (PVIP) 1000214241 | 1,499.92 | 11,999.36 | 6,000.64 | 18,000.0 |
| | 7230 · PRLF Loan (Wharf) #525196 | 7,424.94 | 22,274.82 | 7,675.18 | 29,950.00 |
| | 7270 · SPWF (Bdwk Prj) L0004 | 0.00 | 15,961.07 | 8.93 | 15,970.0 |
| | Total 7000 · Debt Service | 8,924.86 | 113,004.27 | 32,655.73 | 145,660.0 |
| | Total Expense | 64,260.60 | 734,066.53 | 576,802.47 | 1,310,869.0 |
| et Ind | come | -19,380.11 | 213,879.32 | 36,120.68 | 250,000.0 |

2:57 PM 03/08/16 **Accrual Basis**

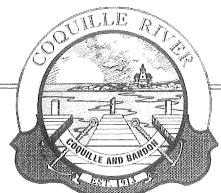
Port of Siuslaw Profit & Loss Prev Year Comparison July 2015 through February 2016

| | Jul '15 - Feb 16 | Jul '14 - Feb 15 | \$ Change | % Change |
|---------------------------------------|------------------|------------------|------------|----------|
| Income | | | | |
| 4140 · Campground Revenue | 310,185.03 | 301,200.72 | 8,984.31 | 3.0% |
| 4150 · Leases | 128,384.80 | 123,980.40 | 4,404.40 | 3.6% |
| 4160 · Moorage | 73,444.82 | 57,658.42 | 15,786.40 | 27.4% |
| 4170 · Storage | 21,083.08 | 17,721.74 | 3,361.34 | 19.0% |
| 4190 · Marine Fuel | 50,267.07 | 55,171.08 | -4,904.01 | -8.9% |
| 4200 · Other Facility Income | 24,877.09 | 22,371.13 | 2,505.96 | 11.2% |
| 4500 Levied Taxes | 272,107.89 | 317,539.13 | -45,431.24 | -14.3% |
| 4540 · Interest Income | 167.83 | 554.55 | -386.72 | -69.7% |
| 4550 · Maintenance Assistance Program | 15,500.00 | 15,900.00 | -400.00 | -2.5% |
| 4600 · Miscellaneous Income | 19,323.56 | 13,276.52 | 6,047.04 | 45.6% |
| 4650 · Sale of Surplus Equipment | 375.00 | 2,000.00 | -1,625.00 | -81.3% |
| 4840 · Grants | 32,229.68 | 0.00 | 32,229.68 | 100.0% |
| Total Income | 947,945.85 | 927,373.69 | 20,572.16 | 2.2% |
| Gross Profit | 947,945.85 | 927,373.69 | 20,572.16 | 2.2% |
| Expense | | | | |
| 5000 · Personal Services | 253,757.72 | 272,539.64 | -18,781.92 | -6.9% |
| 5300 · Material and Services | 350,617.47 | 367,508.40 | -16,890.93 | -4.6% |
| 6000 · Capital Outlay | 16,687.07 | 11,718.25 | 4,968.82 | 42.4% |
| 7000 · Debt Service | 113,004.27 | 113,004.27 | 0.00 | 0.0% |
| Total Expense | 734,066.53 | 764,770.56 | -30,704.03 | -4.0% |
| Net Income | 213,879.32 | 162,603.13 | 51,276.19 | 31.5% |

| | Campground 2012/2013 | | 2/2013 | Campg | round 201 | 3/2014 | Campground 2014/2015 | | Campground 2015/2016 | | 5/2016 | |
|---------|----------------------|-----------|--------|--------|-----------|--------|----------------------|-----------|----------------------|--------|-----------|--------|
| | % Occ. | Avg % | Nights | % Occ. | Avg % | Nights | % Occ. | Avg % | Nights | % Occ. | Avg % | Nights |
| JULY | 58% | 58% | 1835 | 61% | 61% | 1989 | 72% | 72% | 2318 | 79% | 79% | 2448 |
| AUG | 74% | 66% | 2326 | 84% | 73% | 2728 | 90% | 81% | 2890 | 91% | 85% | 2812 |
| SEPT | 86% | 73% | 2605 | 83% | 76% | 2619 | 90% | 84% | 2795 | 88% | 86% | 2651 |
| ОСТ | 33% | 63% | 1083 | 38% | 67% | 1242 | 45% | 74% | 1462 | 49% | 77% | 1527 |
| NOV | 12% | 53% | 388 | 18% | 57% | 567 | 24% | 64% | 753 | 26% | 67% | 770 |
| DEC | 9% | 45% | 288 | 17% | 50% | 550 | 23% | 57% | 748 | 17% | 58% | 514 |
| JAN | 12% | 41% | 394 | 26% | 47% | 860 | 29% | 53% | 920 | 20% | 53% | 621 |
| FEB | 12% | 37% | 361 | 25% | 44% | 734 | 34% | 51% | 939 | 22% | 49% | 634 |
| MAR | 16% | 35% | 492 | 27% | 42% | 875 | 39% | 50% | 1211 | | 49% | |
| APR | 21% | 33% | 643 | 29% | 41% | 910 | 38% | 48% | 1134 | | 49% | |
| MAY | 26% | 33% | 835 | 34% | 40% | 1100 | 37% | 47% | 1130 | | 49% | |
| JUN | 34% | 33% | 1070 | 39% | 40% | 1210 | 45% | 47% | 1362 | | 49% | |
| TL YTD | 33% | 33% | 12320 | 40% | 40% | 15384 | 47% | 47% | 17662 | 49% | | 11977 |
| REV YTD | | \$301,812 | · | | \$350,021 | · | | \$408,911 | · | | \$306,560 | |

| Hike | r/Biker 201 | 2015/16 | | |
|-------|-------------|---------|-----|---------|
| | # | \$ | # | \$ |
| JULY | 40 | \$550 | 51 | \$677 |
| AUG | 48 | \$660 | 27 | \$372 |
| SEPT | 29 | \$324 | 19 | \$346 |
| ОСТ | 6 | \$60 | 26 | \$326 |
| NOV | 3 | \$32 | 2 | \$16 |
| DEC | 1 | \$16 | 2 | \$24 |
| JAN | 0 | \$0 | 6 | \$88 |
| FEB | 1 | \$8 | 1 | \$8 |
| MAR | 8 | \$80 | | |
| APR | 9 | \$72 | | |
| MAY | 21 | \$316 | | |
| JUN | 20 | \$160 | | |
| Total | 186 | \$2,278 | 134 | \$1,857 |

| | Mod | orage 201 4 | l/15 | Moorage 2015/16 | | | |
|---------|--------|--------------------|--------|-----------------|----------|--------|--|
| | % Occ. | Avg % | Nights | % Occ. | Avg % | Nights | |
| JULY | 39% | 39% | 1378 | 45% | 45% | 1669 | |
| AUG | 61% | 50% | 2165 | 71% | 58% | 2635 | |
| SEPT | 82% | 61% | 2842 | 95% | 70% | 3394 | |
| ОСТ | 67% | 62% | 2268 | 75% | 72% | 2752 | |
| NOV | 33% | 56% | 1121 | 32% | 64% | 1132 | |
| DEC | 30% | 52% | 2804 | 31% | 58% | 1140 | |
| JAN | 29% | 49% | 1104 | 31% | 54% | 1144 | |
| FEB | 29% | 46% | 961 | 31% | 51% | 1052 | |
| MAR | 31% | 45% | 1155 | | 51% | | |
| APR | 33% | 43% | 1174 | | 51% | | |
| MAY | 34% | 43% | 1245 | | 51% | | |
| JUN | 33% | 42% | 1187 | | 51% | | |
| TL YTD | 42% | 42% | 19404 | 51% | | 14918 | |
| REV YTD | | \$69,337 | | | \$83,222 | | |



PORT OF BANDON

P.O. BOX 206 · BANDON, OR 97411 · (541) 347-3206 · FAX (541) 347-4645

February 10, 2016

Steven Leskin, port manager Port of Siuslaw 80 Harbor Street Florence, Oregon 97439

Dear Steven:

The South Coast Ports Coalition met in Bandon on January 27, to review all that has taken place since the arrival of the dredge, LAURA, in Bandon. Also attending this meeting was Roxie Cuellar, manager of the Port of Alsea. Roxie has been attending our meetings for several months. The Coalition unanimously agreed to invite the Port of Alsea to join and Roxie gladly accepted.

As you know Bandon has been in dredge mode since October. I am happy to report as of yesterday the dredge pipe has been moved out of the river and marina and will be trucked to the Port of Gold Beach tomorrow. The dredge and push boat leave Thursday. The Port of Gold Beach will immediately begin dredging their marina. The in-water work window for Bandon closed yesterday and the Port of Gold Beach, through an extension, will dredge until the end of March. This is an amazing accomplishment, two ports dredged following the arrival of this long awaited equipment in October 2015.

The Port of Bandon accomplished dredging our launch and marina for approximately \$120,000 and somewhere around 36,000 cubic yards. The final numbers are not in yet. A large portion of that \$120k went to insurance coverage required by state agencies, in the amount of \$37,795.00. You can see even with the cost of insurance, the savings to our port district were phenomenal. Historically, mobilization alone with a private contractor, came in at around \$25,000 or more.

Following the discussion inviting the Port of Alsea to join the Coalition, the group asked if I would write the Port of Siuslaw and their new manager to see if there is interest with your commission in joining the South Coast Ports Coalition. We already know that our voices combined, given our rural and remote locations, have produced results that, alone, would be difficult if not impossible to achieve.

With that said, I hope you are settling in at your new job and enjoying what beautiful Florence has to offer you.

Best regards,

PORT OF BANDON



Grants Pass * Jacksonville * Medford, OR

emc@emcengineersscientists.com; bioscapetechnologies@charter.net

http://www.emcengineersscientists.com

- Engineers/Scientists, LLC (a BioScape Technologies Affiliate)

2/04/16

Mr. Steve Leskin, Port Manager Port of Siuslaw 100 Harbor Street P.O. Box 1220 Florence, OR 97439

Introduction

On Friday, February 12, at about 9:30 AM, Jack Akin, MS, PE of EMC-Engineers/Scientists, LLC (EMC) met with Mr. Steve Leskin, Manager of the Port of Siuslaw, to inspect and discuss the relatively rapid erosion occurring along the south and east Campground slopes interfacing with the Siuslaw River.

Observations During Inspection

It was noted as we walked the grounds that slope degradation has occurred during energetic river flows. It also appeared that sediment shoaling into the harbor may be happening as a result of upstream soil erosion. These Site observations are supported by historical aerial photos.

Preliminary Ideas

During that time EMC put forth some preliminary ideas for slope stabilization that include the traditional method of the layering of angular and sub-angular rocks along threatened areas to counteract the energetic wearing away of the slopes brought about by repetitive moving waters (rip-rap).

EMC also put forth the suggestion to investigate the application of alternative techniques enveloped in the term "bio engineering", which includes one or a combination of hydro-seeding, controlled planting, construction of engineered log jams, soil wraps, structural earth walls, brush mattresses, debris catchers, live crib walls, and other such methods.

It was also noted that the impacted areas are adjacent to an upland dredge sediments disposal area. Possible use of dewatered sediments from the harbor (approximately 30,000 cubic yards) may be able to be utilized (beneficial use) to reinforce and extend the impacted areas.



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There are advantages and disadvantages to the traditional, as well as to the bio engineering approaches. Due to the growing popularity among regulators and interested parties, there may be some good sources for grant funding if the bio engineering approach is selected.

Recommendation

EMC therefore would propose that an engineering feasibility study be done that would put forth the best alternatives, and provide pre-design for that selected.

Sincerely'

Jack (John) Akin, MS, PE, IC, HMS, CAI

EMC-Engineers/Scientists, LLC

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Effective January 1, 2012

Project Number 30-1326

- 1.1 CONTRACTUAL RELATIONSHIP. In performing the services under this Agreement, ENGINEER shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of the CLIENT (Port of Siuslaw, Steve Leskin, Port Manager). ENGINEER will be solely responsible for determining the means and methods for performing the consulting services described in Section 1.2, Scope of Services.
- 1.2 SCOPE OF SERVICES. ENGINEER agrees to perform for CLIENT the following consulting services (hereinafter the "Work"): Regarding the accelerated bank erosion (see Exhibit 2) The engineer proposes to 1) investigate and propose alternative bank stabilization methods; 2) propose preliminary designs and 3) assist the CLIENT to obtain grant funding for the stabilization project to be proposed. Time will be charged for one engineer, and includes travel, communications with the CLIENT, and report letter summarizing findings.
- 4.3 COMPENSATION AND PAYMENT. As full consideration for the performance of the Work described herein, CLIENT shall pay ENGINEER the compensation provided for in the ENGINEER'S STANDARD FEE SCHEDULE attached hereto, except that hourly rates will be reduced to \$100/hr for all engineering services, and to \$100/hr. for design engineering, a reduction offered to all Oregon South Coast Ports Coalition members or prospective members. January 1 of each subsequent year, ENGINEER'S updated Schedule of Charges will apply for work performed after that date. Fees and other charges will be billed either monthly or twice monthly, depending on the nature of the Work, as the Work progresses. CLIENT shall pay the full amount of the invoice. All charges will be on a time/materials basis. Sub-contracted services (e.g. CAD, survey instrument, etc.) will be billed directly to the CLIENT by the subcontractor, and the total of subcontracted fees will be included in the "not-to-exceed" contract compensation for the scope of work described in Section 1.2, which is \$5000. Due to the fact that a project like this has many variables affecting final project costs, the engineer proposes to enter into agreement with the Port of Siuslaw (CLIENT) on an hourly basis, to be evaluated by the Port of Siuslaw at the benchmark budget of \$5000.
- 1.4 PROFESSIONAL RESPONSIBILITY. CLIENT recognizes the inherent risks connected with construction of any kind. ENGINEER represents the Work shall be performed within the limits prescribed by CLIENT, with the usual thoroughness and competence of the profession. In performing our professional services, ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty or representation, either expressed or implied, is included or intended in any proposals, contracts, opinions, or reports. CLIENT agrees to indemnify and hold ENGINEER harmless of all liability, claims and demands (including without limitation any third party claims) for damages, cost of defense or expense. This indemnification shall apply to all claims and demands arising out of or in any manner connected with or related to performance of the Agreement, including but not limited to those claims and demands arising from personal injuries, including disease and death, property loss or damage, injuries to others (including personnel of CLIENT, ENGINEER or subcontractors performing work hereunder) regardless of cause and against all claims brought by third parties as well as CLIENT. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, partners, employees, agents and ENGINEER'S Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Agreement or to the work done for CLIENT by ENGINEER from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER'S officers, directors, partners, employees, agents or ENGINEER'S Consultants or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement. ENGINEER shall not be liable to CLIENT for special, incidental, consequential, or penal losses or damages (including but not limited to lost profits and/or loss of use of the project that is the subject of this Agreement) even if ENGINEER has been advised of the possibility of such damage. Such limitation shall apply to all actions of any character, whether in law or equity and whether sounding in contract, indemnity, contribution, warranty, tort, design defect, or otherwise.
- 1.5 OWNERSHIP OF DOCUMENTS. All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.
- 1.6 INFORMATION PROVIDED BY OTHERS. CLIENT shall provide ENGINEER such information as is available to CLIENT with respect to the Work, and ENGINEER shall be entitled to rely on the accuracy and completeness thereof. CLIENT recognizes it is not possible for ENGINEER to insure the accuracy, completeness, and sufficiency of such information if ENGINEER was not retained to verify the information CLIENT is providing. Accordingly, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER, its officers, agents, and employees harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by CLIENT TO ENGINEER.
- 1.7 NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service a) when served personally to the party to whom notice is to be given, or b) on the second day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the respective addresses of the parties set forth in this Agreement. For ENGINEER, notices shall be to the attention of Jack Akin, P.E.
- 1.8 SUCCESSORS AND ASSIGNS. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by Section 1.5 the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the other partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall present ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party.

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Effective January 1, 2012

Project Number 30-1326

- 1.10 CONFIDENTIALITY. ENGINEER shall not release information regarding the Work for the CLIENT, except for information that is a) in the public domain, b) in ENGINEER'S possession at the time this Agreement is signed, or c) provided by third parties, to any person other than CLIENT'S Authorized Representatives. CLIENT shall not release information regarding budgetary data, scope of work, and approach contained in ENGINEER'S proposal or Work Order to any person other than CLIENT'S Authorized Representatives.
- 1.11 OPINIONS OF COST. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER'S services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and will be paid for by CLIENT.
- 1.12 TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses. If Agreement is signed but CLIENT terminates the Agreement before ENGINEER begins work on the Project, a fee of up to \$300 may be assessed.
- 1.13 CONTROLLING LAW. The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.
- 1.14 DISPUTE RESOLUTION. All claims, disputes, and other matters in controversy between ENGINEER and CLIENT, arising out of, or in any way related to this contract, will be submitted to mediation or another alternative dispute resolution procedure before, and as a condition precedent to, judicial action, or other remedies provided by law. The limitation and indemnification shall also be effective in such mediation. In the event that a claim is made against ENGINEER for any alleged error, omission or other professional act arising out of the performance of ENGINEER'S services, and CLIENT fails to prove such claim or prevail in such adversary proceeding, CLIENT will pay ENGINEER all expenses incurred by ENGINEER in defending such claim, including, but not limited to, reasonable attorney's fees, witness fees, and reasonable charges at current billing rates for time devoted by ENGINEER'S personnel and related consultants. CLIENT agrees that for the purposes of this Agreement, it has failed to prove its claim when the judgement in litigation is for the sum of money loess than that sum offered by ENGINEER to resolve that matter without litigation.
- 1.15 FORCE MAJEURE. CLIENT or ENGINEER shall be excused for any delays in the performance of this Agreement unavoidably caused by the act of the other, the act of any agent of the other, the acts of any governmental authority, public enemy, God, the elements, strikes or walkouts, or any other causes reasonably beyond that party's control. Each party shall use reasonable diligence to avoid any such delay and shall resume performance under this Agreement as promptly as possible.
- 1.16 NO WAIVER. The failure of either party to insist on strict performance of the terms hereunder shall not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance and either party's right to insist on strict performance of this Agreement.
- 1.17 AMENDMENT. This Agreement may be amended by mutual consent of the Parties. Any amendments shall be in writing and signed by both Parties.
- 1.18 SEVERABILITY. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect,
- 1.19 ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 1.20 ENTIRE AGREEMENT. This Agreement, and any exhibits, schedules or addenda hereto, constitutes the entire agreement between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements whether oral or written, with respect to the subject matter thereof, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby. All provisions shall survive termination or completion of Work under this Agreement. In the event of any inconsistency between the text of this Agreement and other documents incorporated by reference, the text of this Agreement shall prevail.
- 1.21 WARRANTY OF AUTHORIZATION. The person signing this and any related document(s) and accepting this proposal warrants that he/she has authority as, or on behalf of, the CLIENT, Owner, Partnership, Trust, Corporation or other entity for whom or for whose benefit the ENGINEER would render service, to enter into this legally binding Agreement. Said person agrees that he/she is personally liable for all breaches of the Agreement and that in any action against him/her for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Effective January 1, 2012

Project Number 30-1326

EXHIBIT 1

STANDARD FEE SCHEDULE

SCHEDULE OF CHARGES - Compensation to EMC. ("ENGINEER") for our professional services is based upon the conditions set forth below. Our schedule of charges is reviewed and modified at the beginning of each year, or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year will be based on the latest schedule of charges. Changes within a calendar year will not be made on a project in progress without prior notification. Labor rates include all fringe benefits & burden.

| Principal Engineer | \$ 140/hr | |
|--|------------|---------------|
| Principal Environmental/Biochemical Engineer | \$ 140/hr | |
| Project Manager | \$ 105/hr | |
| Project Engineer | \$ 100/hr | |
| Registered Geologist | | \$ 95/hr |
| Environmental Management/Haz-Mat | \$ 95/hr | |
| Planner | \$ 90/hr | |
| Inspector | \$ 85/hr | |
| Design Engineer | \$ 90/hr | |
| Engineering Technician | | \$ 85/hr |
| CADD Technician | \$ 80/hr | |
| Clerical | \$ 36/hr | |
| Legal Testimony and Preparation (min. 4 hours) | \$ 250/hr | |
| Out of Town Subsistence & Travel | | Cost plus 15% |
| Reproduction Costs – Photocopies | | \$.15/page |
| Reproduction Costs Faxes | \$.75/pag | e |
| Vehicles | \$.50/mile | e |
| Outside Consultants/Technicians, subcontractors, and expenses | | Cost plus 15% |
| Equipment Charges | Per Quot | e |
| Communication Charges (Long Distance & Cellular) | | Cost plus 15% |
| Blueprints/Plots | \$1.50/sh | eet |
| Mylars | Cost plus | s 15% |
| Misc. Expenses (materials/supplies/contracts with outside sources) | | Cost plus 15% |

NOTES: 1. Site visits – a minimum of 1 hour will be charged for each. Review of field data and consultation by staff will be charged according to hourly rates

listed above.

- 2. Overtime rates of 1.5 times the regular rate will be charged for overtime hours if project's requirements make overtime work necessary.
- 3. Portal to portal travel will be charged at the above hourly rates.

I hereby understand and agree to these freely negotiated terms and am authorized to accept the above Standard Contract Provisions and Standard Fee Schedule as well as the Contract Agreement attached hereto and incorporated herein by this reference.

| ORT OF SIUSLAW, FLORENCE, OR | |
|------------------------------|----------------------|
| Print Client/Company Name | Date |
| | |
| Signature | Print Name and Title |

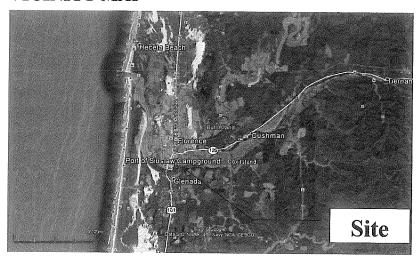
EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Effective January 1, 2012

Project Number 30-1326

EXHIBIT 2

VICINITY MAP



PROJECT AREA WITH ESTIMATED STREAM & FORCE VECTORS



Port of Siuslaw Manager

From:

Heather Stebbings <heather.stebbings@pnwa.net>

Sent:

Thursday, February 11, 2016 9:31 PM

To:

Port of Siuslaw Manager

Subject:

FY2017 Siuslaw River funding request

Hi Steven,

We're so pleased that your project received funding in both the FY2016 workplan (\$771K) and the FY2017 budget (\$746K). For FY2017, the total number we'll be advocating for, for the Siuslaw River, is \$1.051M. This includes additional funding needed for jetty monitoring, a sediment evaluation study, and sediment testing.

Please let me know if you have any questions. Sincerely, Heather

Heather Stebbings Government Relations Director, PNWA 503-234-8553 direct//503-307-3776 mobile www.pnwa.net

Port of Siuslaw Tax District 2014/2015

| District Agency | Amount Received | Percent of Total |
|-----------------------|-----------------|------------------|
| Fern Ridge | \$4,519.38 | 2.00% |
| Mapleton | \$18,972.58 | 6% |
| Creswell | \$5.69 | <1% |
| South Lane County | \$284.45 | <1% |
| Crow-Applegate-Lorane | \$13,473,45 | 5% |
| Blachly | \$8,276.48 | 3% |
| Florence_Dune City | \$124,874.60 | 42% |
| Lane CC | \$125,699.08 | 42% |
| Pre-Measure 5 | \$282,632.26 | 100.00% |
| TOTAL from County | \$272,085 | |

Proposed Commission Meeting Schedule 2016

| Date ¹ | Location |
|-------------------|---|
| April 20 | Port Office, Florence |
| May 18 | Triangle Lake School, 20264 Blachly Grange Road, Blachly Start time: 5:30 |
| June 15 | Port Office, Florence |
| July 20 | Port Office, Florence |
| August 17 | Mapleton High School, 10878 E. Mapleton Road, Mapleton |
| September 21 | Port Office, Florence |
| October 19 | Port Office, Florence |
| November 16 | Port Office, Florence |
| December 21 | Port Office, Florence |

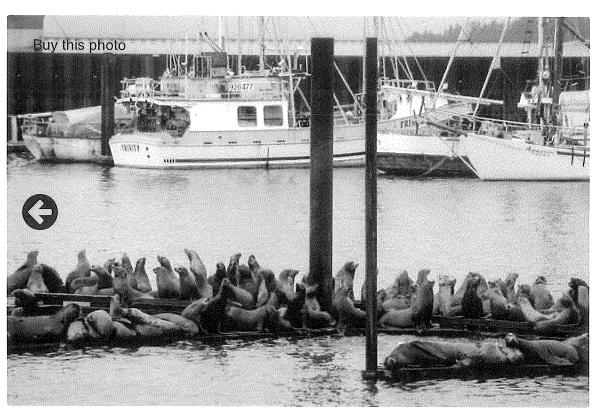
¹ All start times at 7:00PM, except Blachly. Blachly will begin at 5:30.

DAILY ASTORIAN

New barriers, inflatable air dancers to be deployed against sea lions

Pesky pinnipeds may stay until food runs out

By Edward Stratton • The Daily Astorian Published on February 17, 2016 8:46AM Last changed on February 17, 2016 2:22PM



JOSHUA BESSEX/THE DAILY ASTORIAN

Sea lions and harbor seals lay on the docks at the East End Mooring Basin.

Keep enjoying DailyAstorian.com

Pesky pinnipeds may stay until food runs out

free articles remaining

-Gehall the content of the print edition and exclusive



access to online only content updated daily.

The Port of Astoria will partner with students in Knappa High School's welding program to create barriers to sea lions on docks at the Eastate deviation Basin. The inflatable air dancers could also go up next week.

Robert Evert, the Port's permit and project manager, said the Port met last week with officials from the state Department of Fish and Wildlife and National Marine Fisheries Service, which oversees the Marine Mammal Protection Act covering sea lions. Executive Director Jim Knight said officials with the National Oceanic and Atmospheric Administration, which oversees the fisheries service, said the pipe barriers are effective and widely used along the West Coast.

Not now

Evert said the Port then contacted Topper industries, which quoted the agency about \$500,000 for installation. Through the deal with Knappa, he said the Port will spend about \$13,000 on materials, along with a \$2,000 donation to the school from Tim Hill. co-owner of J&H Bcatworks and Columbia Steel Supply in Astoria and a Port tenant.

Tim Kamppi, a welding instructor at Knappa, recently mentioned students would fabricate about 2 miles worth of railing for the Port. Port staff will install the 2-inch pipes 18 to 24 inches above the docks' surface, with a cable in between to prevent sea lions from slipping underneath the pipes.

Knight said the Port can amend the 2015-16 budget to include the additional expense and should probably budget the same for the West End Mooring Basin, in case sea lions move there.

Sea lions back

"That's just a Band-Aid on a massive gash," Commissioner James Campbell said, pointing to the larger issue of sea lion predation.

After mostly emptying out, the pinnipeds are once again packing the docks at the East End Mooring Basin, where Port officials claim they have caused more than \$100,000 in damage. State wildlife officials are already on-site trapping and branding the animals, part of a 19-year study of their movement, feeding habits and migration patterns, amid protests by groups like the Sea Lion Defense Brigade.

An increasing number of sea lions have been venturing into the Columbia River in recent years foraging for smelt, salmon and any other available prey, as their traditional food web along the California coastline has collapsed amid warm El Niño water conditions. With rookeries in Southern California and off the Baja Peninsula, the animals migrate as far north as Alaska in search of food.

Favorite haunt

The Port's East End Mooring Basin has become a favorite haul-out and flash point for the issue, with more than 2,300 sea lions counted in one day at the basin in March by the Department of Fish and Wildlife. The Port has tried myriad ways to scare the animals off and prevent damage to the docks — from surveying tape and beach balls to a fake orca and soon the inflatable air dancers — but to little avail.

Port Commissioner Bill Hunsinger, a commercial fisherman, has championed the formation of a committee to

address sea lion predation on endangered salmon runs. Hunsinger had wanted the Port to lead the effort, but other commissioners pulled back, saying the agency should focus on getting sea lions off the docks while supporting efforts on predation.

Knight said state officials told him there are no state or federal resources to put toward the sea lion issue, adding the only way they will ultimately leave is through the loss of the food source. "Until that point, the agencies have no expectations that the sea lions will ever go away," he said.

