



Special Closed and Regular Public Session of May 24, 2022

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present:*

Reed Geisreiter	Chair
Darren Gertler	Vice-chair
Dennis Smith	Commissioner
Stephen Reed	Commissioner
Toby Goddard	Commissioner

**SPECIAL PUBLIC SESSION – 6:00 PM**

Chair Geisreiter convened the special public session at 6:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA.

1. Oral Communication
2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54956.9(d)(2).

At 6:00 PM, Chair Geisreiter announced that the Commission will meet in closed session to discuss agenda item 3.

**SPECIAL CLOSED SESSION**

3. Conference with Legal Counsel – Anticipated Litigation (1 Potential Case)

**SPECIAL PUBLIC SESSION**

4. Action and Vote Disclosure after Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54957.1

Chair Geisreiter announced that the Commission took no reportable action in closed session on item 3.

Chair Geisreiter adjourned the special open session following the closed meeting at 6:45 PM.

**REGULAR PUBLIC SESSION – 7:00 PM**

Chair Geisreiter convened the regular public session at 7:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA.

5. Pledge of Allegiance

6. Oral Communication

Chair Geisreiter announced that the Commission took no reportable action in closed session on item 3.

Chair Geisreiter reported that he attended the Port District's Patrol Boat Dedication Ceremony on May 20, 2022.

Commissioner Reed reported that the Crow's Nest's Thursday Nights Beach BBQs are scheduled to begin this week on Thursday, May 26, 2022.

**CONSENT AGENDA**

7. Approval of Minutes

- a) Special Closed Meeting of April 12, 2022
- b) Special Closed and Regular Public Meeting of April 26, 2022

8. Public Hearing to Approve Resolution 22-11, Adopting a Conflict-of-Interest Code

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Smith to approve consent agenda items 7 and 8.  
– *Motion carried. Commissioner Geisreiter ABSTAINED from item 7(b).*

**REGULAR AGENDA**

9. Denial of Claim – M. Julian

Discussion: Port Director MacLaurie recommended the Commission deny the claim submitted by Mr. Julian, as documentation to substantiate the timing and basis for the total amount claimed has not been provided.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Reed to deny the claim submitted by Mr. Michael Julian.  
– *Motion carried unanimously.*

10. Award of Contract for 2022-23 Sediment Sampling and Analysis Plan

Discussion: Port Director MacLaurie stated that each year, prior to commencing dredging for the season, the Port District is required to prepare and submit a sediment sampling and analysis plan to regulators for review and approval.

She stated that Red Hills Environmental and their testing subcontractors have successfully performed sediment sampling services for the Port District for a number of years and recommended approval of the contract.

MOTION: Motion made by Commissioner Reed, seconded by Vice-chair Gertler to award contract and authorize Port Director to execute a contract with Red Hills Environmental, LLC, in the amount of \$72,000, plus a 5% contingency

(\$3,600) for sediment sampling and analysis plan services, not to exceed \$75,600.

– *Motion carried unanimously.*

11. Approval of Cash / Payroll Disbursements – April 2022

Discussion: In response to warrant # 56479, Vice-chair Gertler expressed his appreciation to staff for maintaining the fish cleaning tables. He stated that the fish cleaning tables are a highly utilized amenity in the harbor.

MOTION: Motion made by Vice-chair Gertler, seconded by Commissioner Smith to approve cash and payroll disbursements for April 2022, in the amount of \$1,562,021.81.

– *Motion carried unanimously.*

**INFORMATION**

12. Port Director's Report

Insurance Proceeds

Port Director MacLaurie stated that to date, the Port District has been advanced \$300,000 in insurance proceeds for covered damages related to the January 15, 2022, tsunami event. She stated that 10% of all proceeds received will be payable to The Greenspan Company for their representation during the claims process. She stated that the insurer is working to finalize the Port District's claim and will issue final payment soon. The final payment amount has not yet been determined by the insurer.

790 Mariner Park Way, Suite A & B – Option to Extend Lease

Port Director MacLaurie stated that Chardonnay Sailing Charters and Pacific Yachting and Sailing have each exercised their option to extend the lease terms for five years from June 1, 2022, through May 31, 2027. She stated that Chardonnay Sailing Charters and Pacific Yachting and Sailing have expressed an interest in renegotiating certain provisions within each lease, so a future meeting will be scheduled to gather additional information.

Patrol Boat Dedication Ceremony

Port Director MacLaurie stated that the Port District hosted its Patrol Boat Dedication Ceremony on Friday, May 20, 2022, which was very well attended. She stated that Former Senator Bill Monning, who played an integral role in securing funding for the project, was in attendance and recognized for his contributions. She thanked staff for their efforts in planning and coordinating the event.

Business / Finance Committee Meeting

Port Director MacLaurie stated that the Business / Finance Committee met on May 18, 2022, to discuss pension cost mitigation techniques and strategies associated with the District's unfunded accrued liability for its CalPERS pension plans. The draft Pension Liability Management Policy is anticipated to be presented to the full Commission in July.

13. Harbormaster's Report

Harbormaster Anderson stated that staff has been monitoring heightened anchovy activity in and around the harbor over the last couple of weeks.

14. Facilities Maintenance & Engineering Report

Facilities Maintenance & Engineering Manager Wulf stated that staff is preparing to replace the exterior doors at 2222 East Cliff Drive (Java Junction & Café El Palomar).

Commissioner Reed expressed his appreciation to the dredge crew for their hard work in maintaining the entrance channel this year. He stated that the depths reflected in the sounding are very favorable.

15. Financial Reports (*There was no discussion on this agenda item*)

a) Comparative Seasonal Revenue Graphs

16. Delinquent Account Reporting (*There was no discussion on this agenda item*)

17. Harbor Patrol Incident Response Report – April 2022 (*There was no discussion on this agenda item*)

18. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Chair Geisreiter adjourned the regular public session at 7:20 PM.

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Reed Geisreiter, Chair



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: June 17, 2022

SUBJECT: Approval of Resolution 22-13 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361

**Recommendation: Approve Resolution 22-13.**

## **BACKGROUND**

As a result of the continuing impacts of the COVID-19 pandemic, the Santa Cruz Port Commission approved Resolution 22-12 (Attachment B), allowing the legislative body of the Port District to conduct teleconference meetings in accordance with modified rules authorized under Assembly Bill 361 (AB 361).

## **ANALYSIS**

Pursuant to AB 361, once the initial resolution is adopted, a local agency may meet virtually for a maximum period of 30 days. Prior to expiration of the 30 day period, the local agency must renew its resolution in order to continue meeting virtually under the modified rules.

Resolution 22-13 is presented for approval to continue meeting virtually under the modified rules provided for in AB 361.

## **IMPACT ON PORT DISTRICT RESOURCES**

There are no impacts associated with approval of this resolution.

- ATTACHMENTS:
- A. Resolution 22-13 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361
  - B. Resolution 22-12 – Authorizing the Santa Cruz Port Commission to Conduct Teleconference Meetings in Accordance with Assembly Bill 361 as a Result of the Continuing COVID-19 Pandemic State of Emergency

Santa Cruz Port District  
**Resolution 22-13**  
June 28, 2022

On the motion of \_\_\_\_\_

Duly seconded by \_\_\_\_\_

A resolution reauthorizing the Santa Cruz Port Commission to conduct teleconference meetings in accordance with Assembly Bill 361 as a result of the continuing COVID-19 pandemic state of emergency.

WHEREAS, all meetings of the Santa Cruz Port Commission are open and public, as required by the Ralph M. Brown Act (California Government Code Section 54950 – 54963), to ensure that any member of the public may attend, participate, and watch the District’s legislative body conduct business; and,

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (AB 361), which amended Government Code Section 54953 to permit legislative bodies subject to the Brown Act the ability to meet under modified teleconferencing rules if they comply with specific requirements set forth in the statute; and,

WHEREAS, under AB 361, a local agency may teleconference under the modified rules if the legislative body holds a meeting during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on May 24, 2022, the Santa Cruz Port Commission held an initial teleconference meeting under AB 361 and adopted Resolution 22-13, finding that the requisite conditions exist for the Santa Cruz Port Commission to conduct remote teleconference meetings under modified rules.

WHEREAS, after its initial AB 361 teleconference meeting, a legislative body can continue to hold such teleconference meetings if the legislative body has reconsidered the circumstances of the state of emergency and determined that the state of emergency continues to directly impact the ability of the members to meet safely in person and that local officials continue to recommend measures to promote social distancing; and,

WHEREAS, the Santa Cruz Port Commission has reconsidered the circumstances of the current state of emergency and find that the COVID-19 pandemic continues to directly impact the ability of the Commission to meet safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing; and,

WHEREAS, in the interest of public health and safety, due to the emergency caused by the spread of COVID-19, the Santa Cruz Port Commission deems it necessary to continue utilizing the modified teleconferencing rules set forth in AB 361 and authorizes remote meetings as set forth in the Resolution.

NOW, THEREFORE, the Santa Cruz Port Commission hereby RESOLVES, and ORDERS as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated into this resolution by reference.

Section 2. Acknowledgment of Governor’s Proclamation of a State of Emergency. The Board hereby acknowledges that the Governor of the State of California’s Proclamation of State of Emergency, as related to the COVID-19 pandemic, remains in effect.

Section 3. Remote Teleconference Meetings. The Port Director is authorized and directed to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with the modified teleconferencing rules as set forth in Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (1) thirty days from adoption of this Resolution, or (2) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Santa Cruz Port Commission may continue to teleconference without compliance with paragraph 3 of subdivision (b) of Section 54953.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 28<sup>th</sup> day of June 2022, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
Reed Geisreiter, Chairman  
Santa Cruz Port District Commission

Santa Cruz Port District  
**Resolution 22-12**  
June 7, 2022

On the motion of Commissioner Goddard

Duly seconded by Commissioner Gertler

A resolution authorizing the Santa Cruz Port Commission to conduct teleconference meetings in accordance with Assembly Bill 361 as a result of the continuing COVID-19 pandemic state of emergency.

WHEREAS, all meetings of the Santa Cruz Port Commission are open and public, as required by the Ralph M. Brown Act (California Government Code Section 54950 – 54963), to ensure that any member of the public may attend, participate, and watch the District's legislative body conduct business; and,

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (AB 361), which amended Government Code Section 54953 to permit legislative bodies subject to the Brown Act the ability to meet under modified teleconferencing rules if they comply with specific requirements set forth in the statute; and,

WHEREAS, under AB 361, a local agency may teleconference under the modified rules if the legislative body holds a meeting during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 4, 2020, in response to the COVID-19 pandemic, Governor Newsom issued a Proclamation of State of Emergency pursuant to California Government Code section 8550 et seq., which remains in effect; and,

WHEREAS, on September 30, 2021, the Santa Cruz County Public Health Officer, Dr. Gail Newel, strongly recommended that legislative bodies in Santa Cruz County engage in physical / social distancing by meeting via teleconference as allowed by AB 361; and,

WHEREAS, after its initial AB 361 teleconference meeting, a legislative body can continue to hold such teleconference meetings if the legislative body has reconsidered the circumstances of the state of emergency and determined that the state of emergency continues to directly impact the ability of the members to meet safely in person and that local officials continue to recommend measures to promote social distancing; and,

WHEREAS, the Port Commission finds that there is a continuing threat of COVID-19 to the community and requiring all members of the legislative body to appear in-person at meetings presents greater risk to the health and safety of the meeting participants resulting from reduced social distancing, increased exposure for those who are immunocompromised or unvaccinated, and challenges associated with fully ascertaining and ensuring compliance with vaccination, face coverings, and other safety measures at such public meetings; and

WHEREAS, in the interest of public health and safety, due to the emergency caused by the spread of COVID-19, the Santa Cruz Port Commission deems it necessary to utilize the modified teleconferencing rules set forth in AB 361.

NOW, THEREFORE, the Santa Cruz Port Commission hereby RESOLVES, and ORDERS as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated into this resolution by reference.



Section 2. Acknowledgement of Governor's Proclamation of a State of Emergency. The Board hereby acknowledges that the Governor of the State of California's Proclamation of State of Emergency, as related to the COVID-19 pandemic, remains in effect.

Section 3. Remote Teleconference Meetings. The Port Director is authorized and directed to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with the modified teleconferencing rules as set forth in Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (1) thirty days from adoption of this Resolution, or (2) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Santa Cruz Port Commission may continue to teleconference without compliance with paragraph 3 of subdivision (b) of Section 54953.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 7<sup>th</sup> day of June, by the following vote:

AYES: Geisreiter, Gertler, Reed, Goddard

NOES: n/a

ABSENT: Smith

Approved by:



\_\_\_\_\_  
Reed Geisreiter, Chairman  
Santa Cruz Port District Commission

Santa Cruz Port District  
**Resolution 22-14**  
June 28, 2022

On the motion of \_\_\_\_\_

Duly seconded by \_\_\_\_\_

A Resolution serving notice to County Clerk of Elective Offices to be Filled and Transmittal of Map and Boundaries.

**Santa Cruz Port District**

To the County Clerk of Santa Cruz County:

- (1) Notice is hereby given that the elective offices of the district/city to be elected

**CHECK ONE:**

- at large or  
 by division

at the general election scheduled for November 8, 2022, are as follows:

<b>OFFICE</b>	<b>INCUMBENT'S NAME</b>	<b>TERM</b>
Commissioner	Reed Geisreiter	Ends December 2022
Commissioner	Toby Goddard	Ends December 2022

**SPECIAL DISTRICTS:** No election will be held if there is an insufficient number of nominees.

- (2) WHEREAS, The qualifications of a nominee of an elective officer of the district are as follows: must be a registered voter in the district.

- (3) WHEREAS, The Candidate's Statement of Qualifications shall be limited to 200 words; and,

WHEREAS, the candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Pamphlet at the time of filing his/her statement. The Santa Cruz Port District will not pay the cost of publishing the Candidate's Statement of Qualifications; and,

WHEREAS, candidates for special districts pay the County Clerk.

- (4) Tie votes for City and District elections are resolved by lot according to Elections Code §15651 and §10551. In lieu of resolving a tie vote by lot the District/City may resolve a tie vote by the conduct of a special runoff election, pursuant to §15651 (b). A special runoff election shall be held only if the legislative body adopts the provisions of this code prior to the conduct of the election. If a legislative body decides to call a special runoff election in

the event of a tie vote, all future elections conducted by that body shall be resolved by the conduct of a special runoff election, unless the legislative body later repeals the authority for the conduct of a special runoff election.

To conduct a tie vote by special runoff election for this election and all future elections, check here.

- (5) Date of last map change was May 1996. The contact at Santa Cruz Port District to review the map on file to confirm the boundaries and trustee areas (if any) is Port Director Holland Mac Laurie, (831) 475-6161, [scpd@santacruzharbor.org](mailto:scpd@santacruzharbor.org).

APPROVED:

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Reed Geisreiter, Chair  
Santa Cruz Port Commission

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Signature (District Secretary)

June 28, 2022

Santa Cruz Port District  
**Resolution 22-15**  
June 28, 2022

On the motion of \_\_\_\_\_

Duly seconded by \_\_\_\_\_

A resolution Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election.

**SANTA CRUZ PORT DISTRICT**

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, acknowledging that the consolidation election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section 1302 or 1303, as applicable.

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 8, 2022;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the Santa Cruz Port District hereby orders an election be called and consolidated with any and all elections also called to be held on November 8, 2022, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Santa Cruz Port District and requests the Board of Supervisors of the County of Santa Cruz to order such consolidation under Elections Code Section 10401, 10403 and 10418.

BE IT FURTHER RESOLVED AND ORDERED that said governing body hereby requests the Board of Supervisors to permit the Santa Cruz County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services, and

BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Elections Department conduct the election for the following offices on the November 8, 2022 ballot:

<b>SEATS OPEN</b>	<b>OFFICE</b>	<b>TERM</b>	<b>DIST/DIV (if app.)</b>
2 seats	Santa Cruz Port Commission	4-year term	Santa Cruz Port District

PASSED AND ADOPTED, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Reed Geisreiter, Chair  
Santa Cruz Port Commission

Attested: \_\_\_\_\_  
Signature (District Secretary)

### Contact Information/Incumbent Roster

Name of District: Santa Cruz Port District  
Contact Person: Holland Mac Laurie  
Mailing Address: 135 5<sup>th</sup> Avenue, Santa Cruz, CA 95062  
Telephone: (831) 475-6161  
Fax: (831) 475-9558  
Email: [scpd@santacruzharbor.org](mailto:scpd@santacruzharbor.org)  
Website: [www.santacruzharbor.org](http://www.santacruzharbor.org)

<u>Incumbents' Name/Address</u>	<u>Date Elected/Appointed</u>	<u>Term of Office</u>
Toby Goddard	November 2018	4 years
Dennis Smith	November 2020	4 years
Stephen Reed	November 2020	4 years
Darren Gertler	November 2020	4 years
Reed Geisreiter	December 2020	2 year

## Administrative Calendar

### Jurisdictions Consolidating Elections with the November 8, 2022 General Election

*The materials contained in this calendar represent the research and opinions of the staff at the Santa Cruz County Clerk/Elections Department. The contents of this calendar and any legal interpretations contained herein are not to be relied upon as being correct either factually or as legal opinion. Reliance on the content without prior submission to and approval of your appropriate public counsel is at the reader's risk.*

*Please call 831-454-2060 or email [info@votescount.com](mailto:info@votescount.com) if you have any questions or comments or visit our website at [www.votescount.us](http://www.votescount.us). Thank you.*

**All references are to the California Elections Code unless otherwise noted.**

Calendar Key – “E” stands for Election. The minus sign and the number after “E” indicate the number of days until the election. The plus sign and the number after “E” indicates the number of days after the election.

If there is an asterisk by the date, the date falls on a weekend or holiday; so the date listed is the next business day.

<p><b>July 4 – July 18 (E-127 to E-113)</b></p>	<p><b>Cities Publish Election Notice</b> Between these dates, any city that is consolidating an election with the November general will publish a Notice of Election one time in a newspaper of general circulation stating:</p> <ul style="list-style-type: none"> <li>• The date and polling hours of the election.</li> <li>• Any offices to be filled and any measure to be voted on, including a synopsis of each measure.</li> </ul> <p style="text-align: right;">§12101, 12111</p>
<p><b>July 4 (E-127)</b></p>	<p><b>County Holiday – Office Closed</b></p>
<p><b>July 6 (E-125)</b></p>	<p><b>Special Districts &amp; Cities Deliver Notice of Election to County Clerk</b> Last day for district secretaries and City Clerks to deliver Notice of Election listing the elective offices to be filled and any measure (if known at the time) to be voted on and to deliver a map of the District or City to the Elections Department. Cities and special districts should include in the notice how a tie vote will be resolved.</p> <p style="text-align: right;">§10509, 10522, 10524, 10551, 15651</p>
<p><b>July 8 (E-123)</b></p>	<p><b>Schools to Deliver Specifications of the Election Order – Candidates</b> Last day for a school board conducting a governing board election to deliver a resolution known as “Specifications of the Election Order” listing the elective offices to be filled and any measure (if known at the time) to be voted on, and file it with the county Superintendent of Schools and the Santa Cruz County Clerk, stating the date and purpose of the election, as well as provide a map of the district. Ed. Code §5322 A clause to determine a tie vote is included in the “Specifications of the Elections Order”. Ed. Code §5016</p>

<p><b>July 11 – Aug. 10 (E-120 to E-90)</b></p>	<p><b>Notice of Election</b> Between these dates the County Clerk, will publish a Notice of Election containing the date of the election, the offices to be filled, where nomination papers are available, and the deadline for filing Declarations of Candidacy. Notice of central counting place may be combined with this notice. §12109, 12112</p>
<p><b>July 18 – Aug. 12 (E-113 to E-88)</b></p>	<p><b>Candidate Nomination Period</b> Candidates obtain and file their Declaration of Candidacy for school and special district boards, and, if applicable, file Candidate’s Statement of Qualifications. Forms are obtained from and filed with the county Elections Department. §10510, 13307, 13311</p> <p>Candidates for city office must be nominated by not less than 20 nor more than 30 voters in cities with 1,000 or more registered voters. The nomination papers shall be accompanied by an affidavit of the nominee that he or she will accept the office if elected. Nomination documents shall be obtained from and filed with the City Clerk. §10220-10230, Gov. Code §36503</p> <p>When nomination and/or candidacy papers are issued, the elections official shall provide candidates with:</p> <ul style="list-style-type: none"> <li>• the rules governing conflicts of interest and campaign statements (candidates for city offices must file with Declaration of Candidacy);</li> <li>• rules governing candidate statement charges and filings; and</li> <li>• a blank form of the “Code of Fair Campaign Practices” and copies of Election Code §20440-20444.</li> </ul>
<p><b>July 18 – Aug. 12 (E-113 to E-88)</b></p>	<p><b>Candidate’s Statement – Congressional, Legislative, Superior Court, Board of Supervisors, County Candidates, Cities, School &amp; Special Districts</b> By this date, nominees may prepare a statement of qualifications, not to exceed 250 words for federal and state offices, 200 for county, city and district offices, to be included in the County Voter Information Guide. The statement shall be filed and paid for at the time it is filed. Obtain cost information from the Elections Department. §13307</p>
<p><b>July 31 Date fixed by Law</b></p>	<p><b>Semiannual Campaign Statement</b> Last day to file semiannual campaign statements, if required, by all candidates and committees. For period ending 6/30/2022. Gov. Code §84200, 84218</p>
<p><b>August 2 (E-98)</b></p>	<p><b>Change of Candidate’s Ballot Designation</b> Last day for candidates to request in writing to <b>both</b> the Secretary of State and Elections Department that a different ballot designation be used for the November election than the designation used at the primary election. This request must be accompanied by a ballot designation worksheet. §13107(h), CA Admin. Code, Title 2, Chap. 7, §20711(e)</p>



<p><b>Aug. 10 – Nov. 8 (E-90 - E)</b></p>	<p><b>24-hour Contribution Reports</b></p> <p>During the 90 days immediately preceding an election and including Election Day, the following contributions that total in the aggregate of \$1,000 or more must be reported within 24 hours to the county elections official.</p> <ul style="list-style-type: none"> <li>• 496: File if independent expenditures of \$1,000 or more are made.</li> <li>• 497: File if a contribution of \$1,000 or more in the aggregate is received from a single source.</li> <li>• 497: File if a contribution of \$1,000 or more in the aggregate is made to a candidate or measure being voted upon November 8, 2022, or to a political party committee.</li> <li>• The recipient of a non-monetary contribution of \$1,000 or more must file a Form 497 report within 48 hours from the time the contribution is received.</li> </ul> <p>File by fax, guaranteed overnight delivery service, personal delivery, or online if available.</p> <p style="text-align: right;">Gov Code §82036, 84203, 84203.3</p>
<p><b>Aug. 10 – Nov. 8 (E-90 - E)</b></p>	<p><b>24-hour Independent Expenditure Reports</b></p> <p>During the 90 days immediately preceding an election and including Election Day, all candidates and committees that make an independent expenditure of \$1,000 or more to support or oppose a single candidate for elective state or local office or a single state or local ballot measure must report the expenditure within 24 hours to the Secretary of State’s Office or county elections official, whomever receives the campaign statements.</p> <ul style="list-style-type: none"> <li>• 496: File if independent expenditures of \$1,000 or more are made.</li> <li>• 462: New Verification Requirements. Campaign committees that make independent expenditures of \$1,000 or more must verify that the expenditures are, in fact, not coordinated with the relevant candidate or ballot measure committee and that the committee is reporting all contributions and reimbursements.</li> </ul> <p>File 496 with the appropriate filing officer by personal delivery, e-mail, guaranteed overnight service, fax or online, if available. File 462 by email to <a href="mailto:form462@fppc.ca.gov">form462@fppc.ca.gov</a></p> <p style="text-align: right;">Gov Code §82036.5, 84204, 85500, 85501, 85505</p>

<p><b>Aug. 12 (E-88)</b></p>	<p><b>Last Day to Submit Resolutions of Consolidation</b></p> <p>Final deadline for the governing body of a district, city, school or other political subdivision which requests consolidation of a local election for candidates and/or measures to file the request with the county Elections Department. <b>Earlier filing dates are encouraged in order to meet printing schedule.</b></p> <p>Whenever resolutions calling for a measure to be placed on the ballot are filed, immediately after that filing date will be a 10-day public inspection period. Documents will be on public display at the Elections Department, 701 Ocean St., Room 310, Santa Cruz.</p> <p>During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted.</p> <p style="text-align: right;">§9190, 9380, 10401, 10402, 10403</p>
<p><b>Aug. 12 (E-88)</b></p>	<p><b>Last Day to file a Declaration of Candidacy for the November 8, 2022 election.</b></p> <p style="text-align: right;">§10510</p>
<p><b>Aug. 12 (E-88)</b></p>	<p><b>Deadline for Filing Tax Rate Statement for Bond Measures</b></p> <p>Last day to file Tax Rate Statement for any bond measure appearing on the November ballot.</p> <p style="text-align: right;">§9401</p>
<p><b>Aug. 13 – 17 (E-87 to E-83)</b></p>	<p><b>Extension of Nomination Period</b></p> <p>If the incumbent does not file by 5pm on August 12, there is a 5-day filing extension for anyone other than the incumbent to file for office.</p> <p style="text-align: right;">§10516</p>
<p><b>Aug. 17 (E-83)</b></p>	<p><b>Insufficient Number of Nominees</b></p> <p><b>Special Districts:</b> If by 5pm on this day, only one person has been nominated or an insufficient number of persons have been nominated to fill an office or offices, and a petition signed by 10% or 50 voters (whichever is the smaller number) has not been submitted, the elections official shall certify this fact to the Board of Supervisors. A person who has filed a Declaration of Candidacy shall be appointed by the Board of Supervisors at a regular or special meeting held prior to the first Monday before the first Friday in December. If no one filed, another qualified person shall be appointed by the Board of Supervisors on or before November 8 and shall take office and serve as if elected.</p> <p style="text-align: right;">§10515</p>

<p><b>Aug. 17</b> <b>(E-83)</b></p>	<p><b>Insufficient Number of Nominees</b></p> <p><b>Schools/County Boards of Education:</b> If by 5pm on this day, only one person has been nominated or there are no nominees for the office(s) to be filled or in the case of members elected at large or by trustee areas, there are fewer than the number to be elected, and no petition is signed by 10% or 50 voters (whichever is the smaller number), an appointment will be made. The qualified person nominated shall be seated at the organizational meeting of the board, or, if an insufficient number is nominated, the governing board shall appoint as necessary at a meeting prior to Election Day. Persons so appointed shall be seated at the organizational meeting as if they had been elected.</p> <p>In the event no one is nominated, the governing board shall publish a notice one time in a newspaper of general circulation in the district stating the board intends to make an appointment and informing the public how to apply for the office.</p> <p style="text-align: right;">Ed. Code §5326, 5328, 5328.5</p>
<p><b>Aug. 18, 11am</b> <b>(E-82)</b></p>	<p><b>Randomized Alphabet Drawing</b></p> <p>Secretary of State shall conduct the randomized alphabet drawing to determine the order in which the candidates will appear on the November ballot.</p> <p>On this same day, the County Clerk shall conduct a randomized alphabet drawing for the offices of State Senate and Assembly.</p> <p style="text-align: right;">§13112(b)(1)(C)(i)</p>
<p><b>Aug. 19</b> <b>(E-81)</b></p>	<p><b>Deadline to File Arguments, Analyses for Measures</b></p> <p>Arguments for or against any local measure called for the November 8, 2022 election are due by 5pm.</p> <p style="text-align: right;">§9163, 9316</p> <p>County Counsel to submit analysis for county and school/special district measures.</p> <p style="text-align: right;">§9160, 9313</p> <p>City attorney to submit analysis of city measures.</p> <p style="text-align: right;">§9280</p> <p>County Auditor, if previously directed by the Board of Supervisors, to submit fiscal analysis of measures.</p> <p style="text-align: right;">§9160</p> <p>Arguments and analyses are public after the 5pm deadline. (Department Policy)</p>

<p><b>Aug. 20 – 29 (E-80 to E-71)</b></p>	<p><b>10-day Public Inspection for Arguments and Analyses</b> Documents will be on public display at the Elections Department, 701 Ocean St., Room 310, Santa Cruz.</p> <p>During the 10-calendar-day public examination period provided by this section, any voter of the jurisdiction in which the election is being held, or the county elections official, himself or herself, may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period.</p> <p style="text-align: right;">§9190</p>
<p><b>Aug. 26 (E-74)</b></p>	<p><b>Deadline for Filing Rebuttals to Measures</b> On this date Rebuttal Arguments will be due by 5pm.</p> <p style="text-align: right;">§9167, 9317</p> <p>Rebuttals are public after the 5pm deadline. (Department policy)</p>
<p><b>Aug. 27 – Sept. 6* (E-73 to E-64)</b></p>	<p><b>10-day Public Inspection for Rebuttals</b> Documents will be on public display at the Elections Department, 701 Ocean St., Room 310, Santa Cruz.</p> <p>During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted.</p> <p style="text-align: right;">§9190, 9380</p>
<p><b>Sept. 1 (E-68)</b></p>	<p><b>Certified List of Candidates – Federal and State Offices</b> Last day for the Secretary of State to send to each elections official a list showing the name, party preference, and ballot designation of every person who has been nominated as a candidate for public office and is entitled to receive votes within the county at the general election.</p> <p style="text-align: right;">§8148</p>
<p><b>Sept. 1 (E-68)</b></p>	<p><b>Randomized List from Secretary of State</b> By this day, the SOS shall provide to elections officials a list of candidates for each county arranged according to the randomized alphabet drawn on August 18, 2022.</p> <p style="text-align: right;">§8149</p>
<p><b>Sept. 5 (E-64)</b></p>	<p><b>County Holiday – Office Closed</b></p>

<p><b>Sept. 9 (E-60)</b></p>	<p><b>Military or Overseas Vote-by-Mail Ballot Applications</b></p> <p>First day the county elections official may process applications for military or overseas voter ballots. Any applications received by the county elections official prior to this day shall be kept and processed on or after this date. If the applicant is not a resident of the county to which he or she has applied, the elections official receiving the application shall forward it immediately to the proper county.</p> <p>A request for a vote-by-mail ballot from a military or overseas voter will be deemed an affidavit of registration and an application for permanent vote-by-mail status.</p> <p style="text-align: right;">§300(b), 321, 3102, 3105</p>
<p><b>Sept. 9 – 19 (E-60 to E-50)</b></p>	<p><b>Report of Registration – 60-day County Report</b></p> <p>During this period, county elections officials shall send to the Secretary of State a summary statement of the number of persons registered by party in their counties and in each political subdivision thereof as of Sept. 9, 2022.</p> <p style="text-align: right;">§2187</p>
<p><b>Sept. 12 – Oct. 25 (E-57 to E-14)</b></p>	<p><b>Statement of Write-in Candidacy &amp; Nomination Papers for local offices only</b></p> <p>During this period write-in candidates must file their Statement of Write-in Candidacy and Nomination Papers with the county elections official.</p> <p>Write-in candidates are allowed for county offices, school, city, and special districts.</p> <p>U.S. Senate, Congress, Statewide offices, Board of Equalization, State Senate and State Assembly do not allow write-ins on the November ballot.</p> <p style="text-align: right;">§8600, 8601</p>
<p><b>Sept. 29 – Oct. 10 (E-40 to E-29)</b></p>	<p><b>Counties Mail County Voter Information Guide / State Voter Guide Mailing</b></p> <p>Between these dates the county elections official shall mail a Sample Ballot and County Voter Information Guide to each registered voter.</p> <p>Between these dates the Secretary of State shall mail State Voter Guides to all households in which voters were registered by Friday, Sept. 4 (E-60). The Secretary of State will do a supplemental mailing of the State Voter Guides to voters who register after October 10, 2022.</p> <p style="text-align: right;">§9094, 13303, 13304</p>
<p><b>Sept. 29 (E-40)</b></p>	<p><b>First Pre-Election Statement</b></p> <p>Last day to file campaign statements for candidates and committees covering the period from July 1, 2022 to September 24, 2022 (E-45).</p> <p style="text-align: right;">Gov. Code §84200.5, 84200.8(a)</p>

<p><b>Oct. 10 (E-29)</b></p>	<p><b>Last Day to Register to Vote to Ensure Receipt of County Voter Information Guide</b></p> <p>Voter registration cards received by this date (postmark <b>NOT ACCEPTABLE</b>) will be added to the rolls and the voters will receive a County Voter Information Guide. The voters who submit cards after this date will <b>NOT</b> receive a County Voter Information Guide, only a notice advising the late registrant where to vote and that they can view the County Voter Information Guide online.</p> <p style="text-align: right;">§9094, 13303</p>
<p><b>Oct. 10* (E-29)</b></p>	<p><b>Vote-by-Mail Ballots mailed to all voters</b></p> <p>All active registered voters will receive a ballot in the mail. Voters can vote in-person or obtain a replacement ballot from the County Elections Office and Watsonville City Hall.</p> <p style="text-align: right;">§3001, 3003</p>
<p><b>Oct. 10 (E-29)</b></p>	<p><b>Ballot Dropoff Locations Open</b></p> <p>County ballot dropoff locations open to receive ballots. All locations are to be open at least during regular business hours, with one open at least 12 hours per day.</p> <p style="text-align: right;">§4005(1)(B)</p>
<p><b>Oct. 10 (E-29)</b></p>	<p><b>County Holiday – Office Closed</b></p>
<p><b>Oct. 24 (E-15)</b></p>	<p><b>15-day Voter Registration</b></p> <p>Last day to register to vote in the general election. The Voter Registration Form shall be mailed (postmarked by this date), received online by midnight, or delivered to the county elections official by this date and is effective upon receipt. The Voter Registration Form may also be submitted by this date to the Secretary of State, Department of Motor Vehicles, or any National Voter Registration Act designated agency. Persons will also be registered to vote when they submit an application for a driver’s license or state identification card or provide a change of address.</p> <p style="text-align: right;">52 U.S.C. § 20301; §321, 2102</p> <p>Last day for military or overseas voters to register to vote.</p> <p>A request for a vote-by-mail ballot from a military or overseas voter, if postmarked on or before this date, will be deemed an affidavit of registration and an application for permanent vote-by-mail status. When a county elections official receives and approves a registration application from a military or overseas voter, the official must provide that voter with a vote-by-mail ballot for each subsequent election for federal office in the state unless the voter fails to vote in four consecutive statewide general elections.</p> <p style="text-align: right;">§3102(e)</p>

<p><b>Oct. 25 – Nov. 8 (E-14 to E)</b></p>	<p><b>Same Day Voter Registration</b> Voters may register and vote a provisional ballot during the 14 days prior to the election, including Election Day. Same Day Voter Registration will be provided at all permanent and satellite offices and polling places.</p> <p style="text-align: right;">§2170</p>
<p><b>Oct. 27 (E-12)</b></p>	<p><b>Second Pre-Election Statement</b> The last day to file campaign statements for candidates and committees covering the period from September 20, 2020 to October 17, 2020.</p> <p style="text-align: right;">Gov. Code §84200.5, 84200.8(b)</p>
<p><b>Oct. 29 (E-10)</b></p>	<p><b>Notice of Central Counting Place</b> Last day for county elections official to publish the notice that the general election ballots will be counted at a specified public place. The notice shall be published one time in a newspaper of general circulation in the county.</p> <p style="text-align: right;">§12109</p>
<p><b>Oct. 31 Date fixed by Law</b></p>	<p><b>Quarterly Statements by Ballot Measure Committees</b> All committees primarily formed to support or oppose the qualification, passage or defeat of a ballot measure must file quarterly campaign statements for the period July 1 through Sept. 30 during any semiannual period in which the measure is not being voted upon. Following the election, such committees are only required to file semiannual statements unless they make contributions or expenditures to qualify, support or oppose other measures, in which case they would have an ongoing duty to file quarterly statements.</p> <p style="text-align: right;">§Gov. Code 84202.3</p>
<p><b>Oct. 29 – Nov. 8 (E-10 to E)</b></p>	<p><b>11-day Vote Center Polling Locations Open</b> Vote Centers open for this period are available for 8 hours each day prior to Election Day, and normal polling hours on Election Day. Locations will be posted by October 10 on <a href="http://www.votescount.us">www.votescount.us</a></p> <p style="text-align: right;">§4005(4)(A)</p>
<p><b>Nov. 2 – Nov. 8 (E-6 to E)</b></p>	<p><b>Obtaining a Ballot After the Close of Vote-by-Mail</b> Period in which any voter may apply in writing for a ballot if, because of specific conditions, he/she will be unable to go to the polls. A written statement is not necessary if the ballot is voted in the office of the elections official at the time of the request. The voter may either personally or through any authorized representative return the ballot to the Elections Department or polling place in the county.</p> <p style="text-align: right;">§3021</p>
<p><b>Nov. 4 (E-4)</b></p>	<p><b>County Campaign Disclosure Statement – 3rd Pre-Election Statement</b> The last day for county candidates to file their disclosure statement for the period 10/23/2022 to 11/3/2022.</p> <p style="text-align: right;">Santa Cruz County Code §8.04.080(2)c</p>

<p><b>Nov. 5 – Nov.8 (E-3 to E)</b></p>	<p><b>4-day Vote Center Polling Locations Open</b>  Vote Centers are available for 8 hours each day prior to Election Day, and normal polling hours on Election Day. Locations will be posted by October 10 on <a href="http://www.votescount.us">www.votescount.us</a></p> <p style="text-align: right;">§4005(3)(A)</p>
<p><b>Nov. 8 (E)</b></p>	<p><b>General Election Day</b>  Polls open at 7am and close at 8pm</p> <p style="text-align: right;">§1000, 14212</p>
<p><b>Nov. 8, 8 pm (E)</b></p>	<p><b>Semifinal Official Canvass</b>  Beginning at 8pm and continuously until completed, the county elections official shall conduct the semifinal official canvass of votes and report totals to the Secretary of State at least every two hours.</p> <p style="text-align: right;">§15150, 15151</p>
<p><b>Nov. 8 (E)</b></p>	<p><b>Unopposed Judge: Superior Court</b>  On this date, the County Clerk declares elected any incumbent superior or municipal court judge who has filed for office but whose name did not appear on either the primary or general election ballots because he or she was unopposed.</p> <p style="text-align: right;">§8203</p>
<p><b>Nov. 10 – Dec. 8 (E+2 – E+30)</b></p>	<p><b>Official Canvass</b>  The official canvass of precinct returns is to be completed during this time.</p> <p style="text-align: right;">§15301, 15372</p>
<p><b>Nov. 11 (E+3)</b></p>	<p><b>County Holiday – Office Closed</b></p>
<p><b>Nov. 15 (E+7)</b></p>	<p><b>Vote-by-Mail Ballots Returned Via Post Office - Deadline</b>  Vote-by-mail ballots that are postmarked on or before Election Day or are time stamped or date stamped by a bona fide private mail delivery company on or before Election Day, and received by the county elections official by the Friday after the election shall be considered received on time.</p> <p>If the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope must be signed and dated by the voter pursuant to Section 3011 on or before Election Day in order to be considered received on time.</p> <p style="text-align: right;">§3017, 3020</p>
<p><b>Nov. 24 – 25 (E+16 to E+17)</b></p>	<p><b>County Holiday – Office Closed</b></p>
<p><b>Dec. 2 (E+24)</b></p>	<p><b>Candidates Elected to Special Districts Assume Office</b>  Officers declared elected or appointed (i.e. as provided in §10515) take office this date at noon after having taken the oath or posted any bond required by the principal act.</p> <p style="text-align: right;">§10554</p>



<p><b>Dec. 4 (E+26)</b></p>	<p><b>Last day to cure your signature on your vote-by-mail ballot envelope</b>  Voters who failed to sign their vote-by-mail ballot envelope or whose signature does not compare to the one we have on file, have until 2 days before we certify the election to provide their signature on a ballot envelope statement and file it with the County Elections Department.</p> <p style="text-align: right;">§3019</p>
<p><b>Dec. 5 (E+27)</b></p>	<p><b>State Senators and State Assemblymembers Assume Office</b>  Terms begin on the first Monday in December following the election. However, elections may not be certified until December 8.</p> <p style="text-align: right;">CA. Const. Art. IV §2</p>
<p><b>Dec. 8 (E+30)</b></p>	<p><b>Statement of Vote to Board of Supervisors – Certificates of Election Prepared</b>  The elections official shall prepare a certified statement of the results of the election and submit it to the Board of Supervisors.  The Board of Supervisors shall declare the winners for each office and the results of each measure under its jurisdiction. The county elections official shall make and deliver to each person elected a certificate of election.</p> <p style="text-align: right;">§15372, 15400-15401</p>
<p><b>Dec. 9 (E+31)</b></p>	<p><b>Candidates Elected to Special Districts Assume Office</b>  Officers elected to school office take office this date pursuant to Ed. Code §5017, though no reference is made to “noon” as is the case in Elec. Code §10554.</p>
<p><b>5 days after canvass</b></p>	<p><b>Recount May Be Requested</b>  Within five (5) days after the completion of the official canvass, any voter may request a recount by filing a written request with the Elections official and specifying that candidates and/or measures are to be recounted.  The request may specify the order of the precincts for the recount, and the petitioning voter shall, before commencement of each day's recount, deposit such sum as the official requires to cover costs (approximately \$500 per day). "Completion of the canvass" shall be presumed to be the time when the elections official signs the certified Statement of Vote.</p> <p style="text-align: right;">§15620 – 15634</p>
<p><b>Varies between 10 days to 6 months following the certification of the vote</b></p>	<p><b>Contesting Election</b>  Any elector of a county, city, or of any political subdivision of either may contest any election held therein for any of the following causes:</p> <ol style="list-style-type: none"> <li>a) That the precinct board or any member thereof was guilty of malconduct.</li> <li>b) That the person who has been declared elected to an office was not, at the time of the election, eligible to that office.</li> <li>c) That the defendant has given to any elector or member of a precinct board any bribe or reward, or has offered any bribe or reward for the purpose of procuring his election, or has committed any other offense</li> </ol>

	<p>against the elective franchise defined in Division 18 (commencing with Section 18000).</p> <p>d) That illegal votes were cast.</p> <p>e) That eligible voters who attempted to vote in accordance with the laws of the state were denied their right to vote.</p> <p>f) That the precinct board in conducting the election or in canvassing the returns, made errors sufficient to change the result of the election as to any person who has been declared elected.</p> <p>g) That there was an error in the vote-counting programs or summation of ballot counts.</p> <p style="text-align: right;">§16100</p> <p>The contestant shall verify the statement of contest, as provided by Section 446 of the Code of Civil Procedure, and shall file it within the following times after either the declaration of the result of the election or the declaration of the results of any postcanvass risk-limiting audit conducted pursuant to Section 15560 by the body canvassing the returns thereof:</p> <p>a) In cases other than cases of a tie, where the contest is brought on any of the grounds mentioned in subdivision (c) of Section 16100, six months.</p> <p>b) In all cases of tie, 20 days.</p> <p>c) In cases involving presidential electors, 10 days.</p> <p>d) In all other cases, 30 days.</p> <p style="text-align: right;">§16401</p>
<p><b>Dec. 9 (E+31)</b></p>	<p><b>Statement of Vote to Secretary of State</b></p> <p>No later than this date the elections official shall send one copy of the Statement of Vote to the Secretary of State.</p> <p style="text-align: right;">§15375</p>
<p><b>Dec. 16 (E+38)</b></p>	<p><b>Certificates of Election</b></p> <p>The Secretary of State shall issue certificates of election to persons elected to U.S. Senate, Congress, State Constitutional Offices, Board of Equalization, State Senate, and State Assembly.</p> <p style="text-align: right;">§15503-15504; CA Const. Art. V, §14(f)</p>
<p><b>Jan. 2, 2022 (E+62)</b></p>	<p><b>Candidates Elected to Statewide Offices, County Offices, Supervisors, &amp; Judges Assume Office</b></p> <p>Terms begin at noon on the first Monday after January 1 succeeding their election for statewide offices, county offices, and supervisors. Superior Court Judges also begin on this date; although, there is no mention of the noon hour.</p> <p style="text-align: right;">Gov. Code §24200; CA Const. Art. VI, §16 &amp; Art. V</p>

<p><b>Jan. 3, 2022 (E+62)</b></p>	<p><b>Candidates Elected to U.S. Senate and Congress Assume Office</b>  Terms begin at noon on January 3 for candidates elected to U.S. Senate and Congress.  <p style="text-align: right;">20th Amendment US Constitution</p></p>
<p><b>Period Following Election</b></p>	<p><b>Document Retention</b>  Nomination documents and signatures in-lieu of filing fee petitions (if applicable) shall be held during the term of office for which they were filed and for four years after the expiration of the term. They may be destroyed as soon as practicable thereafter provided no legal action or proceeding is pending.  Since the November 8, 2022 election has federal offices on the ballot, precinct supplies and voted ballots must be preserved for 22 months following the election. If no legal action is pending at the time, the documents may be destroyed or recycled. Unused ballots may be destroyed or recycled after the November 8, 2022 election.  Initiative, referendum and recall petitions must be preserved for eight months following certification of the election for which the petition qualified or eight months after final examination of the petition by the clerk. If no legal action or proceeding is then pending, the petitions may be destroyed as soon as practicable.  <p style="text-align: right;">Elections Code Division 17, commencing with §17000</p></p>
<p><b>Jan. 31, 2022 Date Fixed by Law</b></p>	<p><b>Semiannual Campaign Statement</b>  Last day to file semiannual campaign statements, if required, by all candidates and committees.  <p style="text-align: right;">Gov. Code §84200, 84218</p></p>





TO: Port Commission  
 FROM: Carl Wulf, Facilities Maintenance and Engineering Manager  
 DATE: June 28, 2022  
 SUBJECT: Authorization to Dispose of Surplus Property – Fly Jibs (2)

**Recommendation:** *Declare two fly jibs as surplus property and authorize the Port Director to dispose of the equipment through auction, sale, trade-in, donation to charitable organization(s), or disposal in accordance with Port Commission policies.*

**BACKGROUND**

The following equipment is owned by the Port District. Both pieces of equipment have never been placed into service and are not needed for conducting the Port District’s business:

PROPERTY / EQUIPMENT	DESCRIPTION	DATE ACQUIRED	ORIGINAL COST	ESTIMATED VALUE
Fly Jib for Lorain Crane <sup>1</sup>		1987	N/A. Included w/ purchase of Lorain Crane.	\$2,000
Fly Jib for Link-Belt Crane <sup>2</sup>		2016	N/A. Included w/ purchase of Link-Belt Crane.	\$8,000

<sup>1</sup> The Lorain crane was authorized for surplus sale on August 22, 2017, and subsequently sold. The fly jib was inadvertently omitted as part of the sale.

<sup>2</sup> The fly jib for the Link-Belt crane was recently deemed inoperable by a certified crane inspector. Major repair work is necessary to restore operability. The fly jib has never been utilized and is not needed for the Port District’s operation.

## **PROCEDURE**

Once authorized by the Commission, the above listed items will be advertised for sale, or sold via online auction (publicsurplus.com). In the event that bids submitted are below the minimum asking prices, staff will determine whether or not the highest offer is reasonable, and if the items should be sold or re-advertised.

ATTACHMENT:     A.   Port Commission Policies / Procedures, "2100. Disposal or Sale of Surplus Equipment"

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# Santa Cruz Port District

## PORT COMMISSION POLICIES / PROCEDURES

**TITLE:** Disposal or Sale of Surplus Equipment  
**NUMBER:** 2100

**2100** Disposal or Sale of Surplus Equipment.

**2100.1.1** Commission takes action to declare equipment surplus if value is more than \$5,000.00, and authorize staff to dispose of it through sale, donation to a charitable organization(s), scrap or other means. Commission takes action to approve any minimum bid price or best offer.

**2100.1.2** Port Director has authority to declare equipment surplus if value is \$5,000.00 or less, and authorize staff to dispose of it in a manner commensurate with 2100.1.1 (above).

**2100.1.3** If an item declared surplus is sold, it must be advertised for sale and provide information about any minimum bid price or best offer and deadlines for submission of bids or offers. Advertisement will also note that the District reserves the right to reject any or all bids, and that all equipment is sold AS IS.

**2100.1.4** Bids or offers are opened by staff and items are sold to the highest bidder if minimum bid or offer price is met. In the event that bids or offers submitted are below the minimum asking price, staff will use discretion in determining whether or not the highest offer is reasonable, and if the equipment should be sold or readvertised, or otherwise disposed of as described in 2100.1.5 (below).

**2100.1.5** If no offers or bids are submitted, or if bids or offers submitted are below the minimum asking price, the equipment may be readvertised, kept for a future sale, donated to a charitable organization or scrapped.

**2100.1.6** Port District asset and depreciation schedules will be updated as necessary to reflect the disposition of items declared surplus that have been sold, donated or scrapped.

**2100.1.7** All revenue generated from the sale of surplus property shall be deposited in the Port District's general fund unless otherwise directed by the Port Commission.



TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: June 21, 2022  
SUBJECT: Denial of Claim – J. Tomasello

**Recommendation:** *Deny the claim submitted by Joseph Tomasello.*

## **BACKGROUND**

Mr. Joseph Tomasello submitted a claim to the Port District in the amount of \$24,096.38 for damages resulting from a collision with a dredge anchor wire on December 28, 2021. Mr. Tomasello was transiting the harbor entrance to begin a commercial fishing trip at the time of the collision.

The claim (Attachment A) includes \$5,061.98 for towing, assessment, and damage repair to the vessel's propeller and rudder. To facilitate repairs, the claimant had the vessel hauled out at the Santa Cruz Harbor Boatyard on December 30, 2021, and it was launched on January 8, 2022. As a result, Mr. Tomasello is claiming \$19,034.40 in lost income.

Staff offered to settle the claim for the damage to the vessel pursuant to the \$5,000 authority granted under Port Commission Policy 1030 (Attachment C), however the claimant declined settlement and indicated he would prefer to pursue the entire amount of the claim. To date, the Port District has waived \$996.00 in haulout and layday fees at the boatyard in connection with this claim.

At its regular public session of April 26, 2022, the Commission reviewed Mr. Tomasello's claim and elected to table the item to allow for additional review and a majority vote of the full Commission at a future meeting.

## **ANALYSIS**

In accordance with Government Code Section 912.6, the Commission may act on the claim in any of the following ways:

- (1) If the board finds the claim is not a proper charge against the public entity, it shall reject the claim.
- (2) If the board finds the claim is a proper charge against the public entity and is for an amount justly due, it shall allow the claim.
- (3) If the board finds the claim is a proper charge against the public entity but is for an amount greater than is justly due, it shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
- (4) If legal liability of the public entity or the amount justly due is disputed, the board may reject the claim or may compromise the claim.
  - (b) In the case of a claim against a local public entity, if the board allows the claim in whole or in part or compromises the claim, it may require the claimant, if the claimant accepts the amount allowed or offered to settle the claim, to accept it in settlement of the entire claim.

Since 2013, the Port Commission has considered two similar claims from commercial fishermen who were seeking reimbursement for lost income. In both instances, the Commission elected to uphold the staff decision to deny each claim. Based off the prior claims history, a precedent has been established for claimants seeking reimbursement for lost income.

To substantiate a claim for lost wages, Mr. Tomasello must prove what he would have made during the period in which he was unable to work by providing personal documentation such as historical tax statements or landing records for his vessel. Utilizing the records or revenue generated by other commercial fishermen (as Mr. Tomasello has presented) is not a reasonable or recognized method of determining lost wages.

Additionally, Mr. Tomasello is a slip licensee who has executed a Port District slip license agreement (Attachment B). Section 5 of the slip license agreement, Liability of Parties, includes a Waiver of Claims that specifically addresses collisions with dredge equipment.

In accordance with the options outlined under Government Code Section 912.6, the Commission may consider the following:

Commission Action	Subsequent Action
Rejecting the Claim	<p>Port District issues a Notice of Denial to claimant. Subject to certain exceptions, claimant would have six (6) months from the date of notice to file a court action on the claim.</p> <p>In accordance with Port Commission Policy 1030, the claim would not be forwarded to the District's insurance company, as it does not exceed the District's insurance deductible.</p>
Compromising the Claim	<p>Settle claim for vessel damage in the amount of \$5,061.98. Claimant would be required to accept the amount offered in settlement of the entire claim.</p> <p>Note: Claimant has indicated on multiple occasions that he is not interested in a partial settlement.</p>
Allowing the Claim	Staff does not recommend.

- ATTACHMENTS:
- A. Claim Submitted by J. Tomasello
  - B. Slip License Agreement dated March 3, 1989
  - C. Port Commission Policy / Procedure 1030 – Claims Against the District



**Joseph Tomasello** Cell phone 831-588-7294  
3570 Garden St. E-mail:  
Santa Cruz, Ca 95062 joetomasello@hotmail.com

**Santa Cruz Harbor Port  
District**  
135 5<sup>th</sup> Ave  
Santa Cruz, CA 95062

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**24 February 2022**

Date of Accident: 12/28/2021  
Location of accident: Entrance of Santa Cruz Harbor  
M/V: Sea Breeze  
Captain: Joseph Tomasello  
Total damage amount, (including loss wages): **\$24,096.38**

Dear Sir or Madam,

The early morning of December 28, 2021, approximately 4:30 am I was exiting Santa Cruz Harbor, while passing the fuel dock at high tide, my vessel came to an abrupt stop. Not sure what had happened, I put the boat into neutral and immediately started to drift towards the rocks that were near the fuel dock. At that point I tried to put the boat in forward gear as well as backward with no success. Assessing that the dredge cable must be caught in my rudder which somehow damaged my prop, I tried to hail Harbor Patrol on the radio several times to no avail.

Monte Ash with TowBoatU.S. was the only one I could reach. He quickly got me to the fuel dock where we discussed our options. Best plan of action was to bring me back to my slip. I had a vessel full of crabbing gear, that needed to be unloaded before I could get hauled out.

Later that morning, I had a diver inspect the damages. According to his assessment my prop was badly damaged, and my rudder was damaged as well.

12/29/21, during high tide, TowBoatU.S. moved me to the hoist to unload my gear and bags of salt. This took a crew of two, 2.5 hours to complete.

Waiting again for high tide, on December 30, 2021, TowBoatU.S. took me over to the haul out well of Santa Cruz Boatyard. Taking a deckhand and myself 1.5 hrs.

Friday 12/31/21 it took me and a helper 2.5 hours to remove the prop. I then drove 3.5 hours to deliver the prop to Bay Propeller and promptly returned.

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Monday the 3<sup>rd</sup>, of January 2022, I drove another 3.5 hours back and forth to retrieve the prop and installed it that same day with the help of another person that took 2.5 hours of labor. I needed to replace the prop zincs as well as reapply new bottom paint. The rudder keywag needed replacing which cost \$12.00 to replace and 1.5 hours of labor.

The day that Sea Breeze went back into the water, my deckhand and I took 2.5 hours to reload my crabbing gear. M/V Sea Breeze was out of commission for a total of 4 days.

Loss wages incurred was determined by averaging the pounds per trap of two hauls of two different fishermen. Thus totaling \$115.36 per trap. I then multiplied this by the number of traps I possess, 165. Deriving at the total of **\$19,034.40\*** as loss income.

TowBoatU.S. bill: **\$1,450.00\***

Bay Propeller bill: **\$1,155.00\***

Moss Landing Boatworks bill (zincs): **\$119.98\***

Diver bill:\* **\$425.00**

Ray's bill:\* **\$500.00**

Deckhand and My labor costs (total of 20 hours @ \$70.00/hour), plus (keywag-\$12.00): **\$1,412.00**

**Total amount incurred: \$24,096.38**

If you have any questions, feel free to contact me at the information above. Hope to hear back from you shortly.

\*(See Attachments)

Sincerely,



**Captain Joseph Tomasello, owner/Operator of M/V Sea Breeze**

Fisherman 1/Total traps 175		Fisherman 2/Total traps 350		trips
pounds	\$5.00/lb	pounds	\$5.00/lb	
9622	\$48,110.00	1504	\$7,520	Trip 1
4806	\$24,030.00	1940	\$9,700.00	Trip 2
	\$72,140.00		\$17,220.00	
	\$36,070.00	adverage per trip	\$810.00	
Per trap	\$206.11	Per trap	\$24.60	

**Adverage per trap**

**\$115.36** X165 (# of traps Joe has)

**Loss wages**

**\$19,034.40**

**Invoice**

001390

SOLD TO		SEA SNAZZLE		SHIP TO	
ADDRESS		SC Harbor Commercial Dock		ADDRESS	
CITY, STATE, ZIP		831-1588-7294		CITY, STATE, ZIP	
CUSTOMER ORDER NO.		SOLD BY		TERMS	
ORDERED		SHIPPED		DESCRIPTION	
1				VESSEL HULL INSPECTION	
				FOLLOWING COLLISION/ENTANGLEMENT	
				WITH DREDGE ANCHOR CABLE.	
				EMERGENCY DIVE WORK COMPLETED	
				PLEASE PAY UPON RECEIPT.	
				CHECKS MADE PARASITE	
				ANTHONY STUKAN	
				790 MARGUERITE PARK WAY BOX 1	
				SANTA CLARA CA. 95062	
				PRICE	
				UNIT	
				DATE	
				AMOUNT	
				425	
				00	

© 1984 S&S

08-18

Seatonese

Job Work Order

ESTIMATE (VALID FOR 30 DAYS)

DATE: \_\_\_\_\_ SERVICE  WILL CALL  PHONE \_\_\_\_\_  
 NAME: **BSD of SANTA CRUZ** MAKE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ BOAT SANDING & DETAIL MODEL: \_\_\_\_\_  
**Ray Villalba** SERIAL: \_\_\_\_\_

ITEM TO BE SERVICED: **831-331-9288** NATURE OF SERVICE REQUEST: **495 Lake Avenue**  
**vilraysd@gmail.com** **Santa Cruz, Ca. 95062**



QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
		Sold to		
		NOMASELO		
		2 gal. Trinidad		
		"Pro" Black		
		Retail price \$	250.00	
		Per gal		
		LABOR PERFORMED		
			TOTAL MATERIALS	
			TAX	
			TOTAL LABOR	
			TOTAL AMOUNT	500.00

Paid cash.

DATE WANTED: **12/29/21** DEPOSIT: **paid in full** RECEIVED BY: *[Signature]*

ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

AUTHORIZED BY: *[Signature]* Job Work Order ORIGINAL

TERMS - NET CASH  
NO GOODS HELD OVER 30 DAYS

Comm. fish.  
1 yr. lease/lease  
by HAM.

SANTA CRUZ PORT DISTRICT

135 Fifth Avenue, Santa Cruz, California 95062  
(408) 475-6161

APPLICATION FOR SLIP LICENSE

Date: 3-3-89

Name of Application (i.e. Registered Owner) JOE TOMASELLO

Business Address 915 BAY ST

City SANTA CRUZ Zip 95060 Phone 402-4489 429-0104

Residence Address 915 BAY ST

City SANTA CRUZ Zip 95060 Phone 429-0104

Name of Legal Owner JOSEPH P TOMASELLO  
(such as corporation, lienholder, or other name appearing on evidence of title)

Address 915 BAY ST Phone 429-0104

Permission is requested to berth the vessel described below in the Santa Cruz Small Craft Harbor subject to the terms of the Agreement set forth below.

Name of Vessel F/V MARAUDER

Registration or Documentation No. 255029 Home Port SANTA CRUZ

Length 34.0" (including bowsprit, pulpit, boarding step, etc.)

Beam 10.7" Draft 4.1" Height 40' Type of Rig Fishing

BY SIGNING THE FOLLOWING AGREEMENT, OWNER REPRESENTS AND WARRANTS TO THE SANTA CRUZ PORT DISTRICT THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE, THAT NO OTHER PARTY HAS ANY LEGAL RIGHT, TITLE OR INTEREST IN OR TO THE VESSEL, AND THAT OWNER SHALL GIVE THE SANTA CRUZ PORT DISTRICT WRITTEN NOTICE OF ANY CHANGES IN THE ABOVE INFORMATION IMMEDIATELY UPON THE OCCURRENCE OF ANY SUCH CHANGE.

SLIP LICENSE AGREEMENT

This Slip License Agreement is made by and between the Santa Cruz Port District, a governmental agency (hereinafter referred to as "Port District") and JOSEPH P TOMASELLO (hereinafter individually or collectively, as the case may be, referred to as "Owner"). As used throughout this Slip License Agreement, the term "Owner" means the individual or individuals, as the case may be, signing said Agreement as the Owner. The Owner shall be the Licensee.

RECITALS:

A. Port District operates and maintains a berthing facility for use by members of the public commonly known as the Santa Cruz Small Craft Harbor (the "Harbor"), located in Santa Cruz, California.

B. Owner desires to berth Owner's vessel described above (hereinafter referred to as the "Vessel") at Slip No. 5-8, Rack No. \_\_\_\_\_ (hereinafter referred to as the "Slip") at said berthing facility.

C. Owner acknowledges that Port District cannot control the weather or other natural conditions existing at the Harbor and that the Harbor is subject to heavy breaking surf.

D. Owner acknowledges that Port District cannot guarantee an open and safe Harbor and that Port District's decision when and where to dredge is a discretionary decision.

E. It is not the intention of the parties, in entering into this Slip License Agreement, for Port District to contractually exempt itself or its officers,

commissioners, agents or employees, from any responsibility for Port District's willful injury to person or property of another, or violation of law.

F. Port District and its officers, commissioners, agents and employees are entitled to all the benefits conferred under the Tort Claims Act, California Government Code § 810 et seq. A copy of this Act may be obtained at the Port District harbor office.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of License. Port District hereby grants to Owner, and to Owner only, an exclusive license to berth the Vessel at the Slip on a month-to-month basis beginning on the 1st day of MARCH, 1989 and continuing thereafter until terminated pursuant to the provisions of this Agreement. Said slip license shall constitute a "permit" within the meaning of the provisions of the Santa Cruz Port District Ordinances (the "Port District Ordinances"). During the term of this Agreement, Owner shall also have the non-exclusive right to use, in conjunction with other authorized members of the public, adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms owned by Port District, subject to such reasonable charges for using any one or more of the same as Port District may choose to assess from time to time. Port District shall maintain in good order and repair such adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms.

2. Slip Fees.

(a) Terms of Payment. Owner shall pay to Port District each month, in lawful money of the United States, slip license fees for the berthing rights granted hereunder at the monthly rate posted in the Port District Harbor Office (the "Harbor Office"), as said rate may be modified by Port District from time to time. Said slip fees shall be due and payable in advance on the first day of each month during the term of this Agreement, without offset, at Port District's office at 135 Fifth Avenue, Santa Cruz, California 95062, or at such other place as may from time to time be designated by Port District in writing.

(b) Late Payment. Owner acknowledges that late payment by Owner to Port District of slip fees will cause Port District to incur costs not contemplated by this Agreement, the exact amount of which is extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and collection costs. Therefore, if any installment of slip fees is not received by Port District within fifteen (15) days after the date due, Owner shall pay to Port District an additional sum of \$15.00, which sum the parties agree represents a fair and reasonable estimate of the costs that Port District will incur by reason of late payment by Owner. Such amount may be increased by Port District from time to time, but no more than once each year, to reflect increases in such costs. Any such increase in late charges shall be effective upon the posting of written notice of such increase in the Harbor Office. Acceptance by Port District of such late charge shall not prevent Port District from exercising any of the rights and remedies available to Port District in connection with any continuing failure to pay, including termination of vessel berthing rights. Notwithstanding the foregoing, Port District reserves the right to waive such late charges with respect to commercial fishermen who demonstrate to the satisfaction of Port District the existence of circumstances which warrant waiver of such charges. For purposes of the preceding sentence, "commercial fishermen" shall be deemed to be the same individuals identified by Port District as commercial fishermen who are able to qualify for special berthing rights under Port District's commercial fishing policies for berthing on R, S and T docks.

3. Security Deposit. Owner, upon execution of this Agreement, shall deposit with Port District the sum of One Hundred Fifty Dollars (\$ 155.00) as a deposit for the faithful performance of Owner's obligations hereunder. Port District, at its sole option, and without limiting in any way any other rights or remedies it may have under this Agreement or at law, may claim and apply from time to time such amounts of said deposit as are reasonably necessary in Port District's judgment to remedy Owner's defaults in the payment of fees and other charges hereunder, to repair damages to the Harbor (over and above normal wear and tear) caused by Owner or Owner's family and guests, and to pay any reasonable costs, expenses and attorneys' fees incurred by Port District in connection with any breach of this Agreement by Owner. In the event said security deposit or any portion thereof shall be applied as provided herein, Owner shall within ten (10) days after written request from Port District restore the deposit to its original amount. Upon termination of this Agreement, any remaining portion of

said deposit shall be returned to Owner as soon as Port District has regained possession of the Slip and is able to determine the amount of the deposit it may claim hereunder. Port District shall have the right to commingle the security deposit with other funds of Port District and shall not be obligated to pay Owner interest on the security deposit. OWNER MAY NOT WITHOUT PORT DISTRICT'S CONSENT USE ANY PORTION OF THE SECURITY DEPOSIT AS PAYMENT OF OWNER'S LAST MONTH'S OR OTHER SLIP FEES OR ANY OTHER CHARGES.

4. Conditions of Use. Owner shall perform and comply with each and every term and condition of this Agreement to be performed or complied with by Owner, including, without limitation, the conditions of use contained in this Paragraph 4.

(a) Use. Owner shall not cause or permit the Slip to be used for any purpose other than the berthing of the Vessel and other uses reasonably incidental thereto and not prohibited herein. Owner shall not live aboard the Vessel without the prior written consent of Port District.

(b) Securing Vessel. At all times while the Vessel is berthed at the Slip, Owner shall cause it to be safely and properly secured in a manner acceptable to Port District. If Port District deems it necessary from time to time to resecure the Vessel for any reason, then on the third and all subsequent occasions necessitating resecuring of the Vessel, Owner shall pay Port District a reasonable service charge for doing so plus the cost of all materials used therefor. However, Port District does not assume and shall have no responsibility or liability whatsoever for the safety of the Vessel, and shall not be liable for fire, theft, or any damage to the Vessel, its equipment, or any property in or on the Vessel, by reason of Port District's decision either to resecure the Vessel or not to resecure the Vessel, except only any such damage as is caused by Port District's wilful injury or sole gross and active negligence in resecuring the Vessel.

(c) Condition of Slip. Owner hereby acknowledges that Owner has inspected the Slip and those portions of the Harbor associated with the Slip, including, without limitation, the floats, walks, gangways, and ramps adjacent to the Slip, knows the condition of same, hereby accepts the Slip in such condition, and acknowledges that no statement or representation as to the condition of any of the same has been made by Port District.

(d) Guests. All guests, invitees and hired personnel of Owner shall conform their activities to the requirements of this Agreement. Port District shall have the right, but not the obligation, to ascertain that third parties aboard the Vessel are authorized by Owner to be aboard.

(e) Change of Slip. Port District reserves the right to reassign Owner to a different slip within the Harbor at any time to facilitate management of the Harbor, and Port District shall not be liable to Owner by reason of requiring such reassignment. From and after the date of any such reassignment, the new slip shall be deemed to be the Slip, as such term is herein defined, for all purposes under this Agreement.

(f) Assignment and Sublicense. Provided Port District first consents thereto, Owner has the right to sublicense the Slip for a period not to exceed six (6) months, subject to such reasonable charge therefor as Port District may from time to time choose to assess. Owner shall remain financially liable for all of Owner's obligations hereunder during said period. Except as set forth above, Owner shall not assign this Agreement or any rights hereunder, voluntarily or involuntarily, or sublicense the Slip or any part thereof, to any other party or for use by any other Vessel. Any assignment or sublicense in violation of this paragraph shall be void and shall automatically terminate this Agreement.

(g) Regulations and Laws. Owner at all times shall comply with all applicable laws, ordinances, statutes, rules, regulations and rulings of federal, state and local governments and the boards, agencies and departments thereof relating to Owner's use of the Slip and Owner's activities within the Harbor, including but not limited to the Port District Ordinances and rules and regulations, as the same may from time to time be modified. Owner hereby acknowledges receipt of a copy of the current Port District Ordinances. Port District reserves the right to add to or otherwise modify said Ordinances and rules and regulations from time to time.

(h) Regular Use. Owner shall make continuous use of the Vessel on a regular basis. For purposes of this paragraph, "continuous use on a regular basis" is defined to mean taking the Vessel out of the Slip and Harbor at least one time for any length of time on at least ten separate days during any twelve month period. Owner shall maintain



such usage at all times during the term of this Agreement for each and every twelve month period which may be selected by Port District upon examination of Owner's pattern of usage. Notwithstanding the foregoing, extended cruises or other lengthy absences from the Harbor will be considered on a case by case basis by Port District as evidence of Owner's continued use of the Vessel on a regular basis.

5. Liability of Parties.

(a) Waiver of Claims. Incident to the operation of the Harbor, Port District has provided certain fencing and gates, flood lighting and a harbor patrolman for protection of persons using the Harbor and their personal property. Nonetheless, because of the many feet of unfenced and exposed shoreline of the Harbor, and because of the many users of the Harbor with varied boating experience, it is financially infeasible for Port District completely to protect boats berthed in the Harbor from damage inflicted by other persons, or to protect those persons using the Harbor from physical harm caused by the negligence or wilful misconduct of other persons within the Harbor. In acknowledgment of the foregoing, Owner hereby waives any and all claims of liability against Port District, including but not limited to its Board of Commissioners, agents and employees (the Port District and its subordinates are all hereinafter collectively referred to as the "Indemnitees"), for any personal injury to or death of Owner and/or any member of Owner's family, and/or Owner's guests, agents, or employees, or for damage to or destruction of any property, including, without limitation, the Vessel, occurring on or about the Harbor, arising from any cause whatsoever other than the sole gross and active negligence or wilful misconduct of Port District. Such waiver shall extend to, but not be limited to, damage or loss from fire, theft, vandalism, malicious mischief, or collision, sustained by any boat, automobile or other personal property belonging to Owner permanently or temporarily maintained, stored, berthed, parked or operated in or about the Harbor, including but not limited to its floats, piers, parking lots, small boat launching ramp, and fuel float. Additionally, Port District conducts dredging operations, for the benefit of all Harbor users, with certain dredging equipment, including, but not limited to, a dredge, barges, pipelines and related dredging machinery and equipment (together the "dredging equipment"). Nevertheless, because of natural conditions existing at the Harbor, including, but not limited to, hard-breaking surf, the weather and the continual build up of silt (both in the Harbor entrance and inner Harbor), and because of the nature of the dredging operations, Port District cannot and does not agree to protect boats and persons using the Harbor from damage or injury to persons and/or property resulting from the dredging operations, the dredging equipment, or the resulting condition of the Harbor. In acknowledgment of the foregoing, Owner hereby agrees that, to the full extent permitted by law, Port District shall not be liable or responsible for any claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions or causes of action of any kind whatsoever, resulting (1) from any collision with any of the dredging equipment or any other boat, (2) from any collision or contact with the bottom of the Harbor or any obstructions on the bottom of the Harbor, (3) from any collision or contact with the jetties or surrounding beaches, or (4) from, or in any way relating to, the dredging operations or the lack of dredging operations, including, but not limited to, the closure of the Harbor entrance for any reason or under any circumstances whatsoever.

(b) Indemnification. In addition to the foregoing, Owner shall indemnify and hold harmless the Indemnitees from and against any and all damage, loss and expense, including but not limited to attorneys' fees and costs and expenses of litigation, and shall at his sole cost, upon the request of Port District, defend all suits brought against all or any of the Indemnitees, resulting from or arising out of any act or omission of Owner or its agents, employees, invitees, or anyone else for whom Owner may be legally responsible, occurring on or about the Harbor, including but not limited to the breach of this Agreement or the Port District Ordinances by any of such parties.

(c) Specific Disclaimers. Without in any way limiting the generality of the foregoing provisions, Port District shall to the full extent permitted by law, specifically have no liability or responsibility to Owner for the conditions of the beach, the availability of ingress to or egress from the waters of the Monterey Bay, or the Harbor, the conditions of the jetties and entrance channel leading to the Harbor, or damages caused to the Vessel by such conditions. Port District shall, to the full extent permitted by law, specifically have no liability or responsibility for any claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions or causes of action of any kind whatsoever, resulting (1) from any collision with any of the dredging equipment, (2) from any collision with the bottom of the Harbor or with any obstructions on the bottom of the Harbor, or (3) from, or in any way relating to, the dredging operations or lack of dredging operations, including, but not

limited to, the closure of the Harbor entrance for any reason or under any circumstances whatsoever. Such non-liability and non-responsibility shall include, without limitation, any failure by Port District to dredge any portion of the Harbor, regardless of the length of time during which Port District may have failed to dredge. In addition, Port District shall not be liable for termination of this Agreement pursuant to Paragraph 6(d). In the event the Slip is an "inside tie", then without limiting the generality of the foregoing provisions, Owner specifically acknowledges that the Slip is by its very nature shallow and that rocks are commonly found under the Slip, and agrees that Port District shall in no event be responsible for any damage sustained by the Vessel from its resting on the bottom.

6. Termination. This Agreement may be terminated only as provided in this Paragraph 6.

(a) Thirty Days Notice. This Agreement may be terminated at any time by either party for any reason whatsoever upon giving the other party not less than thirty (30) days' prior written notice of termination.

(b) Transfer of Vessel. Owner shall be entitled to transfer all or any part of Owner's right, title or interest in the Vessel to any other party or parties. However, Owner must promptly apply to Port District for a renewed slip berthing license in the event Owner desires to continue using the Slip for berthing a different boat. Port District shall approve or disapprove such renewal within six (6) months of the date of such transfer. In the event Owner obtains a boat of similar size as the Vessel and desires to berth the same in the Slip, Port District shall not unreasonably withhold its consent to the renewal of Owner's license.

(c) Breach of Agreement. If Owner fails to abide by or perform any of the terms, conditions and promises as set forth in this Agreement to be abided by or performed by Owner, or if Owner fails to inform Port District of any changes in the information set forth in the Application for Slip License, Port District, without waiving any other rights or remedies it may have under this Agreement or at law, may immediately terminate this Agreement upon giving Owner written notice of termination.

(d) Destruction of Slip. This Agreement shall automatically terminate upon destruction of the Slip by siltation, or upon destruction of the walkways or gangways adjacent thereto by reason of fire, storm or any other cause; provided that, in the event a suitable slip for the Vessel is available elsewhere in the Harbor at the time of such termination, Port District shall offer Owner an opportunity to enter into a license agreement respecting such slip.

The termination of this Agreement shall not relieve Owner of any obligation or liability which arose or accrued prior to such termination.

7. Surrender. Upon termination of this Agreement, Owner shall remove the Vessel from the Slip, shall remove all other personal property belonging to Owner or in Owner's care, custody or control, and shall surrender the Slip to Port District together with all keys to the Harbor in as good condition as existed as of the date of this Agreement, subject to reasonable wear and tear. If the Vessel remains in the Slip after termination of this Agreement, the Vessel shall be considered abandoned, and shall be subject to the Ordinances of the Port District and to the statutes of the California Harbors & Navigation Code pertaining to disposition of abandoned vessels.

8. Remedies for Default. If Owner fails to pay slip fees or any other charges to be paid by Owner, or in the event of any other default or breach under this Agreement by Owner, Port District may, at its option, pursue any and all rights and remedies it may have under this Agreement and at law, including without limitation, the right to take possession and control of and remove and store the Vessel for the purpose of perfecting and executing upon Port District's statutory lien rights in the Vessel.

9. Relationship of Parties. Nothing in this Agreement shall be deemed to create a relationship between Port District and Owner other than that of licensor and licensee. In particular, this Agreement shall not be deemed to be a lease or rental agreement, or to create a landlord-tenant relationship between Port District and Owner.

10. No Waiver. No delay or omission on the part of Port District in exercising any right or remedy shall operate as a waiver or relinquishment thereof or of any other right or remedy hereunder or at law or equity, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or of any other right or remedy. The acceptance by Port District of partial slip fees or

other sums owed by Owner to Port District hereunder shall not constitute a waiver of Port District's right to payment in full of such fees or other sums.

11. Attorneys' Fees. In the event any legal action is instituted by either party hereto against the other party to enforce or interpret any provision of this Agreement or of any amendment or modification of this Agreement made subsequent hereto, the prevailing party shall be entitled to recover all costs of litigation, including without limitation, reasonably attorneys' fees, incurred in connection with such action, whether or not such action is prosecuted to final judgment.

12. Notice. Except as otherwise provided herein, any notice or communication given pursuant to this Agreement shall be in writing and may be delivered personally or be sent by first class mail, postage prepaid, addressed to the party to whom given at its address as shown hereinabove and deposited in the United States mail in California. Either party hereto may change its address to which notices and communications are to be given by giving written notice thereof to the other party in conformity with the provisions of this paragraph.

13. General.

(a) Joint and Several Liability. If Owner consists of more than one person, then the obligations of each said person as Owner, including but not limited to the indemnification provisions of Paragraph 5 above, shall be joint and several.

(b) Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and terminates and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral. Any subsequent modification of this Agreement shall be in writing and signed by both parties.

(d) California Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Slip License Agreement as of the 4 day of April, 1989

"PORT DISTRICT"

The Santa Cruz Port District Board of Commissioners

By 

"OWNER"

By 

(BELOW LINE FOR OFFICE USE ONLY)

Slip Effective Date: March 1, 1989 Initial Monthly Slip Fee: 185.<sup>00</sup>  
 Amount of Slip Fee Paid: \$ 185.<sup>00</sup> Account # 42228 Dock # 5-08  
 Other \_\_\_\_\_ : \_\_\_\_\_  
 Security Deposit: 185.<sup>00</sup> I would like to stay on the waiting list.   
 Total Amount Paid: \$ 370.<sup>40</sup> Upper Harbor  Lower Harbor

1st Month begin 3/1/89

License agreement  
6. Valid for 1 yr. only

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# Santa Cruz Port District

## PORT COMMISSION POLICIES / PROCEDURES

**TITLE:** Claims Against the District  
**NUMBER:** 1030

The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) account adjustment requests and property damage claims against the District. Inherent in this policy is the recognition that every adjustment request or claim will be unique, and that guidelines cannot be written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

### 1030.1 Property Damage Claims

In the course of the District's operations – maintenance, groundwork, dredging, etc. – damage to property occasionally occurs due to the proximity of the District's facilities to the private property. When District employees are aware that property has been damaged in the course of their work, a report shall be prepared and given to the Port Director in a timely manner.

When a property owner informs a District employee of damage to their property, the employee receiving the claim will document in writing the time and date, and a description of the stated circumstances and allegations.

As soon as possible after information about the damage has been received, it shall be given to the Port Director. The Port Director shall investigate the property owner's allegations.

If the owner of damaged property informs a member of the Port Commission, the information will be given to the Port Director. Commissioners shall not independently investigate claims, but may go with staff to observe.

Investigations shall be done in a timely fashion by Port District staff and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the Port Director.

The Port Director shall review the damage claim and the proposed repair work. If he/she determines that the damage is the District's responsibility and that the proposed repair work is appropriate, he/she may authorize the work if the cost of repairs will not exceed \$5,000.

If the cost of repairs is stated by claimant or estimated to exceed the \$5,000, the claim will be submitted to Port Commission. The claimant shall be notified of the Board's action regarding their claim.

Claims in excess of the District's insurance deductible shall be forwarded to the insurance company, and the claimant shall be advised of this action.

**1030.2 Personal Injury, Wrongful Death, Other Non-Property Claims**

Claims for personal injury/wrongful death shall not be investigated by District staff or Commissioners but shall be immediately forwarded to the District's insurance company.

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2022

Date	No.	Vendor	Description	Amount
5/2/2022	56611	Lockton Insurance Brokers, LLC	Cyber Liability Insurance Premium	\$ 11,826.26
5/2/2022	56612	WEX Bank	Fleet Fuel	\$ 2,836.60
5/6/2022	56613	American Textile & Supply, Inc.	Waste Oil Pads	\$ 2,035.87
5/6/2022	56614	AmeriDyn	Dynamics Support	\$ 27.00
5/6/2022	56615	Atchison Barisone Condotti & Kovacevich	Legal Consultation	\$ 16,994.50
5/6/2022	56616	Baker, Jeremy	Credit Balance Refund	\$ 525.00
5/6/2022	56617	Bartel Associates, LLC	Pension Liability Actuarial Services	\$ 1,550.00
5/6/2022	56618	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection	\$ 9,192.00
5/6/2022	56619	Baylis, Trevor	Security Deposit Refund	\$ 327.75
5/6/2022	56620	Bayside Oil II, Inc.	Waste Oil Disposal	\$ 308.75
5/6/2022	56621	Big Creek	Parking Bollard Hardware, Waste Oil Station Lumber	\$ 138.81
5/6/2022	56622	Blueprint Express of Santa Cruz	Blueprint Copies	\$ 87.18
5/6/2022	56623	Bolander, Rick	Credit Balance Refund	\$ 20.00
5/6/2022	56624	Burke, Williams & Sorensen, LLP	Legal Consultation	\$ 306.00
5/6/2022	56625	Coffaro, Brian	Credit Balance Refund	\$ 15.00
5/6/2022	56626	Comcast	Business Internet	\$ 301.70
5/6/2022	56627	Complete Mailing Service	Statement Mailing & Postage	\$ 607.32
5/6/2022	56628	County of Santa Cruz Department of Public Works	7th Avenue & Brommer Street Overflow Lot Rental	\$ 1,200.00
5/6/2022	56629	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,944.12
5/6/2022	56630	Darco Printing & Paper	RV Park Space Agreements	\$ 238.71
5/6/2022	56631	Data Ticket, Inc.	Citation Processing (March)	\$ 380.82
5/6/2022	56632	Dobson, Tate	Security Deposit Refund	\$ 174.37
5/6/2022	56633	Fehr Engineering Company, Inc.	Engineering Services: 333 Lake Avenue Electrical Upgrade Project	\$ 1,370.00
5/6/2022	56634	Ferguson Enterprises, Inc.	Toilet Handle	\$ 24.46
5/6/2022	56635	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 1,022.46
5/6/2022	56636	Garig Equipment	Travelift Annual Inspection and Training	\$ 4,500.00
5/6/2022	56637	Grainger	Breaker Bar, Impact Sockets, Saw, Blades, Voltage Tester	\$ 474.76
5/6/2022	56638	Haro Kasunich & Associates, Inc.	Engineering Services: 7th Avenue & Brommer Street Geotechnical Investigation (Northwest Parcel)	\$ 678.75
5/6/2022	56639	Harwood, Smitty	Security Deposit Refund	\$ 38.42
5/6/2022	56640	Henderson Marine Supply, Inc.	Dock Bumpers, Dock Coating	\$ 4,396.27
5/6/2022	56641	Horizon Water and Environment, LLC	Consulting Services: Regional General Permit	\$ 292.50
5/6/2022	56642	Jada Broadcasting	Memorial Day Military Salute, Boating Safety Week Advertising	\$ 1,078.00
5/6/2022	56643	King's Paint & Paper, Inc.	2222 East Cliff Drive Restroom Paint	\$ 250.55
5/6/2022	56644	Kuhn, Cara	Credit Balance Refund	\$ 15.00

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
May 2022

Date	No.	Vendor	Description	Amount
5/6/2022	56645	Large's Metal Fabrication, Inc.	<i>Twin Lakes</i> Hydraulic Fittings	\$ 1,050.00
5/6/2022	56646	Lawson	Hydraulic Fittings	\$ 1,171.38
5/6/2022	56647	Lee & Associates Rescue	Confined Space Safety Equipment	\$ 704.17
5/6/2022	56648	Lefcourt, Paul	Security Deposit Refund	\$ 248.21
5/6/2022	56649	Levy, Mark	Security Deposit Refund	\$ 276.00
5/6/2022	56650	Lighthouse Welding	<i>Twin Lakes</i> Spud Mounting Eye	\$ 1,773.00
5/6/2022	56651	Linde Gas & Equipment, Inc.	Welding Gas	\$ 584.50
5/6/2022	56652	Liscio, Zachary	Security Deposit Refund	\$ 123.94
5/6/2022	56653	McMaster-Carr Supply Company	Threaded Rod, Fleet Vehicle Decals, Booster Pump Hardware	\$ 598.09
5/6/2022	56654	Melikian, Virginia	Credit Balance Refund	\$ 96.50
5/6/2022	56655	Mesiti-Miller Engineering, Inc.	Engineering Services: 7th Avenue & Brommer Street Site Improvements (Northwest Parcel)	\$ 4,247.00
5/6/2022	56656	Mid County Auto Supply	Wiper Blades, Dredge Vehicle Turn Signal Switch, High Temperature Paint, Maintenance Vehicle EGR Valve	\$ 711.44
5/6/2022	56657	Mission Uniform Service	Uniform Service	\$ 440.55
5/6/2022	56658	Mutual of Omaha	LTD/Life/AD&D Insurance	\$ 806.06
5/6/2022	56659	Pacific Gas & Electric Company	Utilities	\$ 17,801.22
5/6/2022	56660	Palace Business Solutions	Office Supplies	\$ 89.13
5/6/2022	56661	Peterson	<i>Twin Lakes</i> C-18 Water Pump Cover	\$ 797.15
5/6/2022	56662	Priors Tires	CAT Forklift Tire Repair	\$ 187.31
5/6/2022	56663	Quakewrap Inc.	Pile Repair Wraps for Pile Repair Project - Phase 4	\$ 8,100.07
5/6/2022	56664	Randazzo Enterprises, Inc.	Vessel Disposal (Grant Reimbursable)	\$ 11,472.00
5/6/2022	56665	RDO Equipment Co.	<i>Squirt</i> Oil & Filters	\$ 1,495.47
5/6/2022	56666	Reeth, Kevin	Security Deposit Refund	\$ 444.85
5/6/2022	56667	Rivas, Ronald	Credit Balance Refund	\$ 25.00
5/6/2022	56668	Riverside Lighting & Electric	Street Lights	\$ 819.38
5/6/2022	56669	Royal Wholesale Electric	Lift Station Breaker	\$ 29.16
5/6/2022	56670	Sanden, Chad	Security Deposit Refund	\$ 290.75
5/6/2022	56671	San Lorenzo	365 Lake Avenue Deck Repairs, Dredge Yard Shed Fasteners, Post Bases & Caps	\$ 639.48
5/6/2022	56672	Santa Cruz Auto Parts	CAT Forklift Ignition Control	\$ 62.98
5/6/2022	56673	Santa Cruz County Environmental Health Service	Boatyard Hazmat Permit Fee	\$ 484.00
5/6/2022	56674	Santa Cruz Sentinel	eEdition Annual Subscription	\$ 123.76
5/6/2022	56675	Santa Cruz Tire & Auto Care	Patrol Vehicle Air Conditioning Repair & Oil Change	\$ 335.47
5/6/2022	56676	Sass, Bruce	Security Deposit Refund	\$ 123.94
5/6/2022	56677	SC Fuels	Fuel Dock Gas & Diesel	\$ 36,981.27

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2022

Date	No.	Vendor	Description	Amount
5/6/2022	56678	Santa Cruz Municipal Utilities	Utilities	\$ 11,049.97
5/6/2022	56679	St. John, Jay	Security Deposit Refund	\$ 369.00
5/6/2022	56680	California State Water Resources Control Board	Industrial Stormwater Permit Annual Fees: Maintenance and Dredge Yards, Boatyard	\$ 3,476.00
5/6/2022	56681	The Greenspan Co.	Consulting Services: Tsunami Insurance Claim	\$ 30,000.00
5/6/2022	56682	Thomas, Michael	Security Deposit Refund	\$ 345.33
5/6/2022	56683	Tocalino, Michael	Security Deposit Refund	\$ 116.54
5/6/2022	56684	Triton Construction	Designated Operator Service (3-Months)	\$ 300.00
5/6/2022	56685	U.S. Bank Equipment Finance	Copier Lease	\$ 151.31
5/6/2022	56686	US Relay	Webcam Service	\$ 484.00
5/6/2022	56687	Valley Pacific Petroleum Services, Inc.	<i>Twin Lakes</i> Hydraulic Oil	\$ 1,995.56
5/6/2022	56688	Vuicich, Marco	Security Deposit Refund	\$ 282.75
5/6/2022	56689	Washington Chain & Supply, Inc.	<i>Twin Lakes</i> & <i>Squirt</i> Chain	\$ 3,303.44
5/6/2022	56690	Wayne, David	Security Deposit Refund	\$ 291.75
5/6/2022	56691	West Coast Wire Rope	Polypropylene Rope & Wire Rope	\$ 1,663.45
5/6/2022	56692	West Marine Pro	<i>Dauntless</i> Bilge Pump, Firehose Cabinet Latches	\$ 323.71
5/6/2022	56693	West Marine Pro	Boatyard Retail Items	\$ 807.72
5/6/2022	56694	Whitson Engineers	Engineering Service: Concession Lot ADA Improvements	\$ 491.40
5/20/2022	56695	ACCO Engineered Systems	2222 East Cliff Drive Quarterly Boiler Maintenance	\$ 335.00
5/20/2022	56696	Ace Portable Services	O-Dock Portable Toilet Rental	\$ 205.93
5/20/2022	56697	Allied Administrators for Delta Dental	Dental Insurance	\$ 2,858.58
5/20/2022	56698	Allied Universal	Security Patrol	\$ 6,849.66
5/20/2022	56699	Amerigas	Ancillary Equipment Fuel	\$ 277.18
5/20/2022	56700	AT&T	Telephone	\$ 1,041.27
5/20/2022	56701	CIT	Telephone System Lease	\$ 323.09
5/20/2022	56702	Bay Plumbing Supply, Inc.	Water Heater Hose, Restroom Faucet Cartridges, Sink Drain Pipe	\$ 266.61
5/20/2022	56703	Bayside Oil II, Inc.	Waste Oil Disposal	\$ 182.00
5/20/2022	56704	Big Creek	Dredge Shed Hangers, Screws, Dredge Yard Shed Roof Lumber, U-Dock Ramp Carriage Bolts, V-Dock Ramp Lumber & Fasteners	\$ 325.62
5/20/2022	56705	Cale America, Inc.	Monthly Parking Machine Service, Receipt Paper	\$ 986.76
5/20/2022	56706	Carpi & Clay	Washington Representation	\$ 800.00
5/20/2022	56707	Central Coast Systems	Quarterly Fire Alarm Monitoring	\$ 210.00
5/20/2022	56708	Comcast	Business Internet	\$ 456.64
5/20/2022	56709	Computer Technical Specialists, Inc.	E-mail Scanning & Backup	\$ 495.75
5/20/2022	56710	County of Santa Cruz Department of Public Works	Hazardous Waste Disposal	\$ 66.00



Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2022

Date	No.	Vendor	Description	Amount
5/20/2022	56711	County Specialty Gases	Cutting Wheels, Welding Gas	\$ 537.34
5/20/2022	56712	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 6.00
5/20/2022	56713	Edson, Susan	Credit Balance Refund	\$ 84.75
5/20/2022	56714	Elevator Service Company	Monthly Service (\$223.60 Tenant Reimbursable)	\$ 430.00
5/20/2022	56715	FedEx Office	Shipping	\$ 167.60
5/20/2022	56716	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 996.04
5/20/2022	56717	Garda CL West, Inc.	Deposit Courier Service	\$ 509.98
5/20/2022	56718	Garig Equipment	Wire Rope for Travelift, Travelift Sling Sales Tax & Shipping	\$ 5,028.03
5/20/2022	56719	Grainger	Disposable Gloves, Socket	\$ 149.60
5/20/2022	56720	Gsolutionz	Telephone System Maintenance	\$ 263.15
5/20/2022	56721	Hose Shop	Pressure Washer Fittings	\$ 59.01
5/20/2022	56722	Kelly-Moore Paint Company, Inc.	Dredge Paint, Dock Ramp Paint	\$ 369.51
5/20/2022	56723	Lumenature	Street Light Fixtures	\$ 1,546.44
5/20/2022	56724	Marina Ware	Initial Payment for Security Cameras	\$ 9,000.00
5/20/2022	56725	Matheson Tri-Gas, Inc.	Welding Gas	\$ 70.32
5/20/2022	56726	MBS Business Systems	Copier Usage Charges	\$ 1,862.70
5/20/2022	56727	McDermott, Dick	497 Lake Installment Payment	\$ 4,535.45
5/20/2022	56728	Michael K. Nunley & Associates, Inc.	Engineering Services: Sanitary Sewer Lift Stations	\$ 462.73
5/20/2022	56729	Mid County Auto Supply	CAT Forklift Hose, Travelift Starter, Forklift Thermostat & Hoses, Travelift Fuel Hose & Clamp, Maintenance Vehicle Vacuum Hose & Fitting	\$ 405.64
5/20/2022	56730	Mission Uniform Service	Uniform Service	\$ 196.80
5/20/2022	56731	MPress Digital Inc.	Patrol Boat Kinnamon Dedication Ceremony Programs	\$ 85.93
5/20/2022	56732	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$ 335.00
5/20/2022	56733	Pacific Gas & Electric Company	Utilities	\$ 13,332.17
5/20/2022	56734	Peterson	Twin Lakes Engine Battery Replacement	\$ 418.31
5/20/2022	56735	PORAC Legal Defense Fund	Association Dues (Payroll Deduction)	\$ 42.00
5/20/2022	56736	Priors Tires	Forklift Tires, Used Tire Disposal	\$ 3,118.03
5/20/2022	56737	Ramos Oil Inc.	Twin Lakes Fuel	\$ 40,299.72
5/20/2022	56738	Ritchey, Jim	Key Deposit Refund	\$ 40.00
5/20/2022	56739	Riverside Lighting & Electric	Light Cover Plate, Transformer Repair (Tsunami), Concession Lot Parking Equipment Lighting, Restroom Shower Timers, 493 Lake Avenue Stairwell Light, Exterior Building Lighting, Light Bulbs	\$ 544.60
5/20/2022	56740	ROI Safety Services	Certified Unified Program Agencies / California Environmental Reporting System Training (Hazmat Training)	\$ 3,500.00

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
May 2022

Date	No.	Vendor	Description	Amount
5/20/2022	56741	San Lorenzo	Dredge Yard Shed Roof Lumber, Joist Hangers, Flashing, Fasteners	\$ 2,281.87
5/20/2022	56742	SC Fuels	Fuel Dock Gas & Diesel	\$ 76,620.24
5/20/2022	56743	Scheidt & Bachmann	Concession Lot Parking Machine Monthly Service	\$ 2,630.75
5/20/2022	56744	Santa Cruz Municipal Utilities	Utilities	\$ 11,138.05
5/20/2022	56745	Smith, Jonathan	Employee Expense Reimbursement: Work Boots	\$ 50.00
5/20/2022	56746	Southern Counties Lubricants	Twin Lakes Engine Oil	\$ 1,430.31
	56747	VOID		
5/20/2022	56748	Taquitos Nayarit	Employee Recognition Luncheon	\$ 550.00
5/20/2022	56749	The Home Depot Pro Institutional	Janitorial Supplies	\$ 2,553.14
5/20/2022	56750	Verizon Wireless	Cell Phone & Tablet Service	\$ 343.82
5/20/2022	56751	West Marine Pro	Marine Protectant, Boat Knife	\$ 44.66
5/20/2022	56752	West Marine Pro	Boatyard Retail Items	\$ 812.48
5/20/2022	56753	Whitson Engineers	Engineering Services: Concession Lot ADA Improvements	\$ 96.00
5/25/2022	56754	Citi Cards	Breakroom Supplies	\$ 340.17
5/25/2022	56755	Nathan Kimmel Company	Grout Pump for Pile Repair Project - Phase 4	\$ 9,198.16
5/25/2022	56756	WEX Bank	Fleet Fuel	\$ 2,381.98
5/5/2022	Various	Various Employees	4/16/22-4/30/22 Payroll	\$ 9,242.18
5/20/2022	Various	Various Employees	5/1/22-5/15/22 Payroll	\$ 9,198.80
5/1/2022	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 1,080.22
5/1/2022	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,525.35
5/1/2022	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 203.64
5/1/2022	EFT	Merchant Services	CALE Parking Machine Credit Card Fees	\$ 1,391.42
5/1/2022	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 1,215.56
5/1/2022	EFT	Transaction Express	Online Billpay ACH Fees	\$ 506.07
5/1/2022	EFT	Windcave, Inc.	Concession Lot Parking Machine Credit Card Fees	\$ 2,582.45
5/5/2022	EFT	PAYCHEX	4/16/22-4/30/22 Payroll Direct Deposit	\$ 62,430.09
5/5/2022	EFT	PAYCHEX	4/16/22-4/30/22 Payroll Taxes	\$ 29,741.02
5/5/2022	EFT	PAYCHEX	Payroll Service Fees	\$ 328.08
5/6/2022	EFT	Comerica Commercial Card Services	Monthly Statement	\$ 9,742.19
5/6/2022	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 4,718.89
5/9/2022	EFT	CalPERS	Health Insurance	\$ 37,722.38
5/9/2022	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 2,998.05
5/9/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,347.41
5/9/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,247.22
5/9/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,286.61

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2022

<b>Date</b>	<b>No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
5/9/2022	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 568.90
5/9/2022	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 568.90
5/10/2022	EFT	Comerica Bank	Service Charges	\$ 603.29
5/10/2022	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 18.26
5/20/2022	EFT	PAYCHEX	5/1/22-5/15/22 Payroll Direct Deposit	\$ 63,035.62
5/20/2022	EFT	PAYCHEX	5/1/22-5/15/22 Payroll Taxes	\$ 30,661.12
5/20/2022	EFT	PAYCHEX	Time & Attendance Fees	\$ 109.00
5/20/2022	EFT	PAYCHEX	Payroll Service Fees	\$ 314.12
5/23/2022	EFT	CalPERS	Unfunded Accrued Liability	\$ 29,384.50
5/23/2022	EFT	CalPERS	Unfunded Accrued Liability	\$ 3,169.17
5/23/2022	EFT	CalPERS	Unfunded Accrued Liability	\$ 601.17
5/23/2022	EFT	CalPERS	457 & Roth Contributions (Payroll Deduction)	\$ 4,031.00
5/23/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,115.96
5/23/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,357.02
5/23/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,246.80
5/23/2022	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 568.90
5/30/2022	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 788.32
<b>Total May 2022 Disbursements</b>				<b>\$ 770,962.34</b>



TO: Port Commission  
FROM: Blake Anderson, Harbormaster  
DATE: June 16, 2022  
SUBJECT: Harbormaster's Report

#### Boating Under the Influence (BUI) Class

Two Deputy Harbormasters attended a week-long BUI class in Sacramento hosted by the California Division of Boating and Waterways (DBW). The class is designed to educate marine patrol officers on the current law regarding intoxicated vessel operation with emphasis on arrest procedures, chemical testing, report preparation, and courtroom preparation. The associated class costs are reimbursable to the District through the DBW Marine Law Enforcement Training Program.

#### CalOES Tsunami Presentation

Staff attended a California Office of Emergency Services Tsunami Committee meeting in San Francisco on June 7, 2022. During the meeting, staff gave a presentation on the January 15, 2022 tsunami, which detailed the District's response to the event. The presentation was well-received, and representatives from other coastal areas relayed that the information was useful for their local readiness preparation.

#### Memorial Day Paddle Out

Harbor Patrol, along with Coast Guard Monterey, and Coast Guard Auxiliary, participated in a Memorial Day paddle-out honoring fallen service members in Capitola. The event was organized by the Santa Cruz Veteran's Surf Alliance, which is a local non-profit supporting veteran.



#### National Oceanic and Atmospheric Administration (NOAA) Meeting

Staff participated in a virtual meeting hosted by NOAA and Sanctuary officials on June 2, 2022. The “Law Enforcement Technical Advisory Group” normally meets in person twice a year to discuss marine enforcement issues in the Monterey Bay. The group includes representatives from NOAA, Monterey Bay National Marine Sanctuary (MBNMS), U.S. Coast Guard, California Department of Fish and Wildlife, California State Parks, and others having oversight and enforcement responsibility within the sanctuary. Topics at this meeting included agency staffing updates, recent vessel groundings, transient vessel monitoring (anchorage areas), and vessel disposal program updates.

#### Anchovies

Staff has been monitoring schools of anchovies in and around the harbor for the last several weeks. Large schools and diminished oxygen levels have been observed inside the harbor on several occasions, but fortunately, the schools vacated before any problems occurred. Significant schools have been observed near Capitola and Pleasure Point and we are hopeful they don’t make their way into the harbor.

#### Crow’s Nest Thursday Night Beach BBQ Update

The Crow’s Nest Beach BBQ’s resumed on May 26, 2022, after a two-year hiatus. Harbor staff has been managing the parking lot during peak times. Water taxi ridership has been averaging about 100 passengers per event. During the June 9, 2022 event, Harbor Patrol received two separate reports of intoxicated individuals near the event. Both subjects were taken into custody for public intoxication and transported to county jail. Aside from those two incidents, the events have not required any significant law enforcement response.

#### Fisheries Report

The fisheries report consists of data from two sources: the Department of Fish and Wildlife (DFW) and H&H Fresh Fish (resident fish buyer). The data from DFW is partially redacted in accordance with federal fisheries laws. Data is considered confidential when less than three separate vessels land species at any one port. For species landed by three or more separate vessels, the full data is made public and includes weight and value. For other data, the species landed is shown with no weight data.

*Landing data continued on next page.*

**May 2022 – Total Port Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Chinook Salmon	166,483.55	\$8.96	\$1,491,394.58
Halibut	702.85	\$7.64	\$5,369.88
<b>Total Reported: 167,186.40 lbs.</b>		<b>Total Ex-Vessel: \$1,496,764.30</b>	

Species also landed\* - Rock Crab, Lingcod, Rockfish (various), Sablefish (blackcod), Petrale Sole, Jacksmelt, White Croaker, Pacific Pompano

*\*Weight and value data redacted by Fish and Wildlife pursuant to Fish and Game Code, Section 8022.*

**May 2022 – Resident Buyer Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Chinook Salmon	52,922.11	\$9.00	\$476,298.99
Rock Fish	779.65	\$3.00	\$2,338.95
Halibut	291.05	\$7.00	\$2,037.35
Lingcod	83.4	\$3.00	\$250.20
Soles	2.10	\$2.00	\$4.20
<b>Total Reported: 54,078.31 lbs.</b>		<b>Total Ex-Vessel: \$480,929.69</b>	



TO: Port Commission  
FROM: Carl Wulf, Facilities Maintenance & Engineering Manager  
DATE: June 28, 2022  
SUBJECT: Facilities Maintenance & Engineering Manager's Report

**Dredging Operations:**

Twin Lakes

Off-season maintenance on *Twin Lakes* is well underway. Staff has removed all major components and started all necessary maintenance and repairs, including bore welding the mounting holes on the Christmas tree, routine maintenance on the snorkel, replacing the high-pressure jet pump, and testing the electric motor.

Dauntless

Dauntless has been hauled out at the boatyard for off-season maintenance. Staff is constructing and fabricating replacement parts for the severely worn rudders. Propellers and shafts have been removed and sent to Bay Power for service.

Squirt

Extended maintenance continues on *Squirt*. Crews are working to replace the suction pipe and have ordered a new exhaust muffler to lower the decibel reading while in operation.

Booster Pump

The booster pump has been disassembled and cleaned. New parts, including the impeller, have been installed. The complete machine from the mounting platform to the pump has been chipped, cleaned, and painted. The 300hp electric motor has been tested by Koffler Electric to ensure it is in good condition for the upcoming season.

**Maintenance:**

Boatyard Ways

Staff installed a guide rail on the boatyard ways to increase safety measures while operating the Travelift.

Travelift

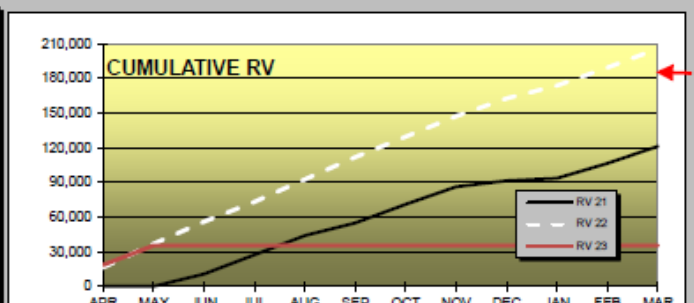
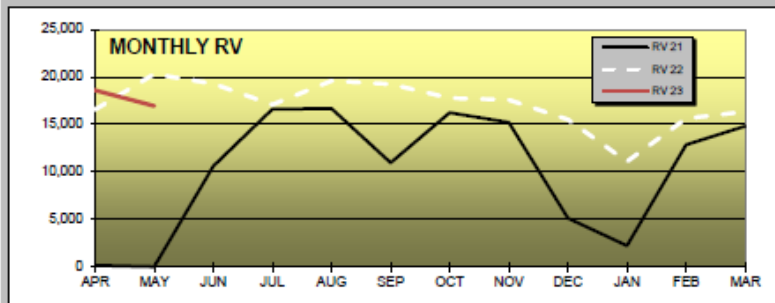
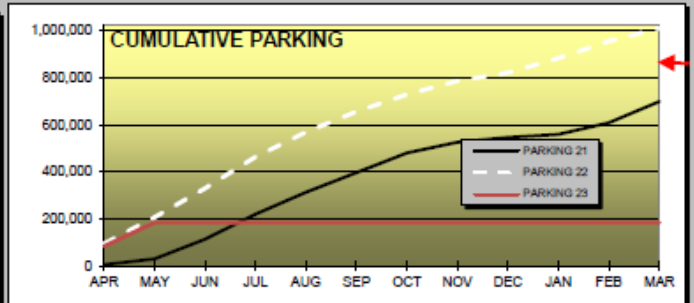
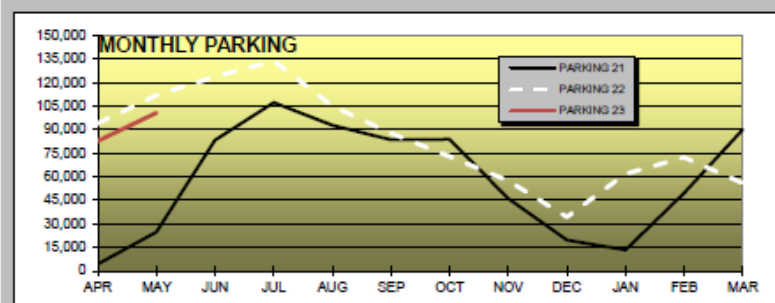
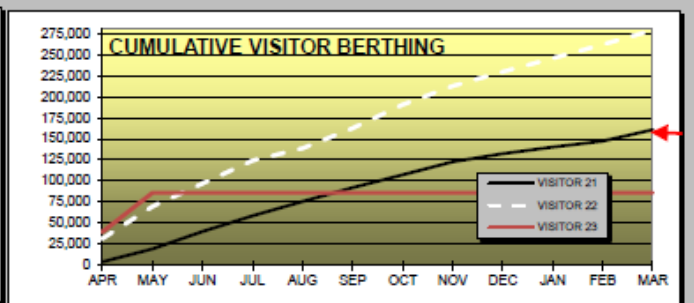
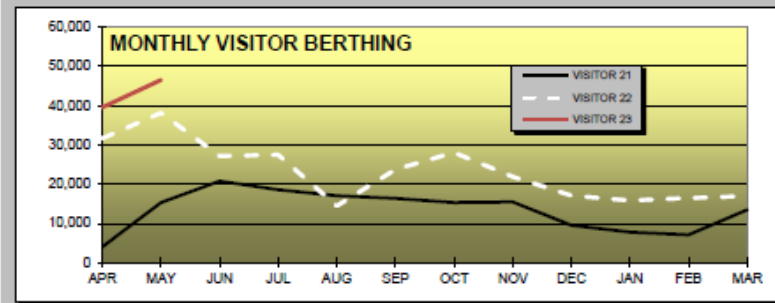
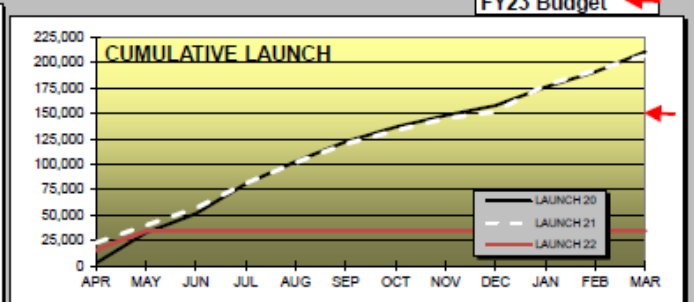
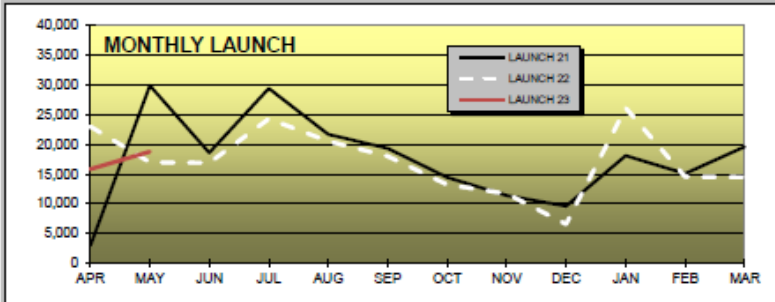
Staff has been working in the boatyard to troubleshoot the Travelift's ongoing mechanical issues (motor starter, hydraulic leaks, jib crane). The jib crane continues to have control system issues and remains inoperable. Staff is troubleshooting with the necessary Travelift representatives to expedite repairs.

Pile Repair – Phase 4

Staff is preparing to repair four critical piles in the coming weeks (1 at P-Dock, 3 at East Public Pier). The work will consist of adding pile sleeve jackets with cementitious grout. Performing the work in-house will result in significant savings for the District.

## SEASONAL INCOME

FY23 Budget ←

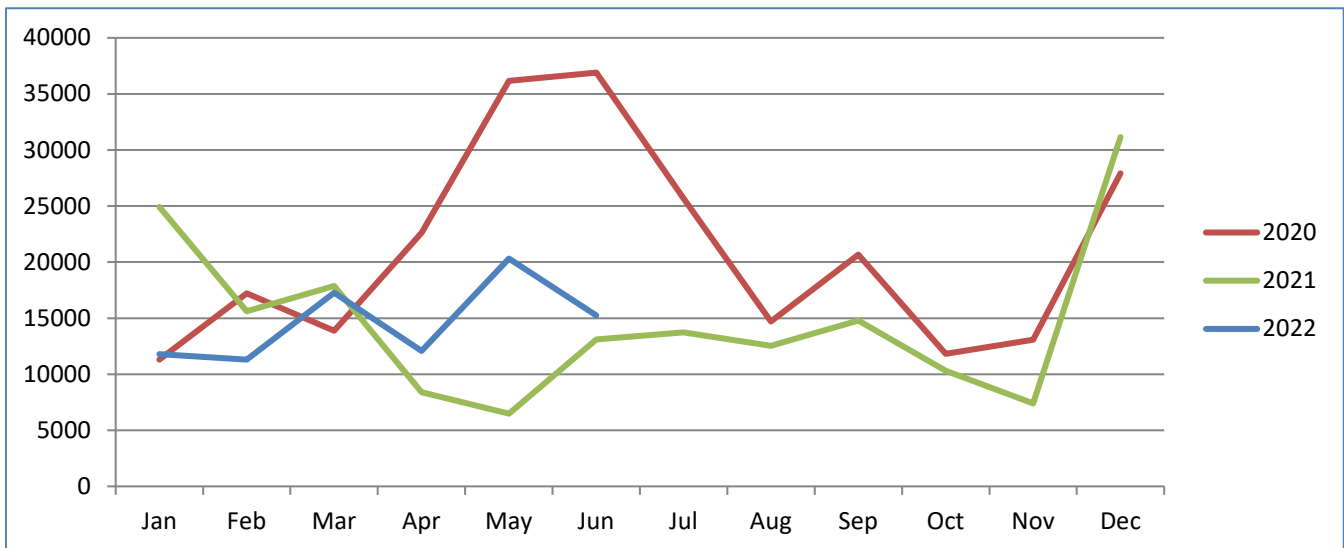




Santa Cruz Port District  
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of June 21, 2022

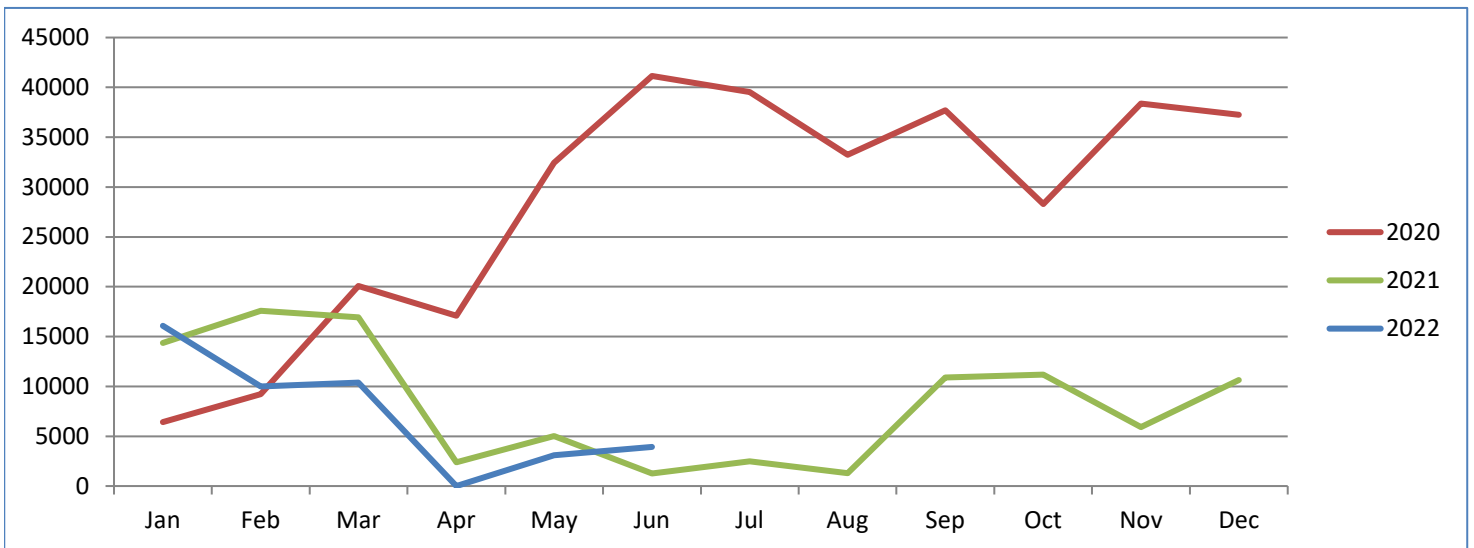
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
57018	985.71	799.10	623.04	0.00	2,407.85
3330	748.01	703.41	698.34	0.00	2,149.76
3243	598.84	754.35	349.89	0.00	1,703.08
56464	578.69	524.36	495.16	0.00	1,598.21
58129	526.41	472.50	493.60	0.00	1,492.51
55885	529.48	440.84	496.91	0.00	1,467.23
3094	496.46	442.80	428.99	0.00	1,368.25
55041	446.83	393.63	28.08	0.00	868.54
58758	180.06	129.00	152.93	0.00	461.99
57951	216.41	165.04	5.00	0.00	386.45
57736	111.90	0.00	212.38	0.00	324.28
58302	115.02	64.48	88.95	0.00	268.45
46644	111.13	60.63	85.13	0.00	256.89
57229	111.13	60.63	85.13	0.00	256.89
59526	114.83	64.30	67.13	0.00	246.26
<b>Total:</b>	<b>5,870.91</b>	<b>5,075.07</b>	<b>4,310.66</b>	<b>0.00</b>	<b>15,256.64</b>



Santa Cruz Port District  
**90+ DAY DELINQUENT ACCOUNTS**

The following accounts have balances 90 days delinquent or greater as of June 21, 2022

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
57958	233.53	182.04	205.55	202.89	824.01		Revoke
57117	185.00	133.90	157.80	151.44	628.14		Revoke
3574	181.09	155.03	128.96	148.96	614.04		Revoke
55462	127.93	127.93	127.93	116.16	499.95		Revoke
59015	111.97	61.47	85.97	151.13	410.54		Revoke
57443	111.62	61.12	85.62	83.27	341.63		Revoke
59335	111.62	61.12	85.62	83.27	341.63		Revoke
48170	111.13	60.63	60.13	25.00	256.89		Revoke
<b>TOTAL:</b>	<b>1,173.89</b>	<b>843.24</b>	<b>937.58</b>	<b>962.12</b>	<b>3,916.83</b>		





TO: Port Commission  
FROM: Sean Rothwell, Assistant Harbormaster  
DATE: June 8, 2022  
SUBJECT: Harbor Patrol Incident Response Report – May 2022

***Search and Rescue, Patrol Boat Response***

- 5/1/22 Harbor Patrol responded to a report of two kayakers in distress in the area of Twin Lakes State Beach. Upon arrival, both kayakers indicated they were not in distress. Harbor Patrol returned to harbor without incident.
- 5/6/22 Harbor Patrol responded to a report of a vessel adrift in the area of Main Beach. Upon arrival, Harbor Patrol contacted the vessel operator who had run aground on Main Beach and did not require assistance. The vessel was removed and impounded by Santa Cruz Police the following morning.
- 5/8/22 Harbor Patrol responded to a report of a surfer in distress in the area of Cowell's Beach. Upon arrival, Harbor Patrol assisted the victim on board the patrol boat and provided transport back to the harbor. No injuries reported.
- 5/13/22 Harbor Patrol responded to a report of a vessel taking on water approximately two miles south of the harbor entrance. Upon arrival, the vessel was sitting visibly low in the water. Harbor Patrol dewatered the vessel with assistance from TowBoatUS. The vessel was towed back to the harbor by TowBoatUS and hauled out at the boatyard.
- 5/15/22 Harbor Patrol responded to a report of two kite surfers in distress near Natural Bridges State Beach. Prior to arrival, the kite surfers were assisted to shore by State Park Lifeguards. Harbor Patrol returned to the harbor without incident.
- 5/16/22 At the request of the Santa Cruz Police Department (SCPD), Harbor Patrol responded to a report of a suicidal subject on the Santa Cruz Municipal Wharf who was threatening to jump into the water. After 15-minutes, SCPD secured the subject. Harbor Patrol returned to harbor without incident.
- 5/21/22 Harbor Patrol responded to a report of a vessel in distress in the area of 26th Avenue. Upon arrival, Harbor Patrol located a vessel that had lost power and was drifting toward the surf. Harbor Patrol towed the vessel and its passengers back to the harbor. Coast Guard Auxillary provided a complimentary vessel safety inspection.
- 5/24/22 Harbor Patrol responded to a report of a flare sighting in the area of Steamer Lane. Prior to arrival, Harbor Patrol was notified that the flares were deployed during an Air Guard training exercise. Harbor Patrol returned to harbor without incident.
- 5/29/22 Harbor Patrol responded to a report of a disabled vessel in the area of Twin Lakes State Beach. Upon arrival, Harbor Patrol located a vessel that had lost power and

was being assisted by a State Parks personal watercraft (PWC) unit. Harbor Patrol towed the vessel back to the harbor.

5/29/22 Harbor Patrol responded to a report of a swimmer in distress in the area of Lighthouse Field State Beach (also known as Its Beach). Prior to arrival, the swimmer had self-rescued. Harbor Patrol returned to harbor without incident.

5/30/22 Harbor Patrol responded to a report of a sailboat in distress in the area of Woodrow Avenue. Upon arrival, the vessel operator indicated he was not in distress. Harbor Patrol returned to harbor without incident.

### ***Crime Reports, Assist Outside Department and Incident Reports***

5/5/22 Harbor Patrol took a vessel accident report after a vessel berthed on Q-dock was struck and sustained damage.

5/10/22 Harbor Patrol responded to a disturbance in the area of Atlantic Avenue after observing erratic behavior from an intoxicated subject. The subject was combative and attempted to flee on foot. Multiple agencies responded to assist in locating the suspect who was subsequently apprehended and transported to Santa Cruz County Jail by Harbor Patrol. No injuries reported.

5/14/22 Harbor Patrol took an incident report after a subject fell on board a charter vessel and sustained minor injuries. The subject was evaluated and treated by paramedics.

5/25/22 Harbor Patrol took an accident report after a driver accidentally collided into a parked car on 2<sup>nd</sup> Avenue. Minor damage was sustained to both vehicles. The driver was evaluated and treated by paramedics for minor injuries.

5/30/22 Harbor Patrol took an accident report after a skateboarder fell in the area of FF-dock. The subject was evaluated and treated by paramedics for minor injuries.

***May Parking Citations: 274***

# Port Commission Review Calendar 2022-23

## 2022

### January-March

- ✓ H&H Fresh Fish Lease Exp. 01/31/2022  
*2 (3) year options to extend*
- ✓ Bayside Marine Lease Exp. 01/31/2022  
*no option to extend*
- ✓ Committee Assignments for 2022
- ✓ Sea Scouts' Biannual Report
- ✓ FY 23 Budget
- ✓ Review 5-year CIP
- ✓ Santa Cruz Yacht Club Lease Exp. 03/31/2022  
*no option to extend*
- ✓ Slip Vacancy Biannual Report / Waiting List Statistics
- ✓ Form 700 Filing (due by 03/31 each year)

### April-June

- ✓ Chardonnay Lease Exp. 05/31/2022  
*1 (5) year option to extend*
- ✓ PY&S Lease Exp. 05/31/2022  
*1 (5) year option to extend*
- ✓ Biennial Update to Conflict-of-Interest Code

### July-September

- Annual O'Neill Sea Odyssey Report (review slip rent reduction / charter fee. PC action of 07/07)
- Dredge Report 2022-23
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics
- Nexus Wealth Advisors Lease Rent Review at Option Period Ending 11/30/2022

### October-December

- Annual Vessel Use List Review
- Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
- Mid Fiscal Year Review of CIP
- Port Commission Officers for 2023

### Committee Review Items *(timeline not specified)*

- Comprehensive Review of Charter Fees
- Public Benefit Discount Policy

### Key

- Pending
- In process
- ✓ Done

## 2023

### January-March

- Committee Assignments for 2023
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics
- FY 24 Budget
- Review 5-year CIP
- Form 700 Filing (due by 03/31 each year)
- Biennial Anti-Harassment/Anti-Discrimination Training
- Crow's Nest Beach Market Rent Review at Option Period Ending 4/30/2023
- Intero Real Estate Lease Exp. 05/31/2022  
*no option to extend*

### April-June

- Dredge Report 2023-24

### July-September

- Annual O'Neill Sea Odyssey Report (review slip rent reduction / charter fee. PC action of 07/07)
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics

### October-December

- Annual Vessel Use List Review
- Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
- Mid Fiscal Year Review of CIP
- Port Commission Officers for 2024

### Future Calendar

- ABC End-Tie Review after Murray Street Bridge Retrofit
- 7<sup>th</sup> and Brommer Property Assessment