



Special Closed and Regular Public Session of May 25, 2021

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present (via teleconference):*

Toby Goddard	Chairman
Reed Geisreiter	Vice-chairman
Dennis Smith	Commissioner
Darren Gertler	Commissioner
Stephen Reed	Commissioner

**SPECIAL PUBLIC SESSION – 4:30 PM**

Chairman Goddard convened the special public session at 4:30 PM via teleconference.

1. Oral Communication
2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54956.8 and 54956.9(d)(2)

At 4:30 PM, Chairman Goddard announced the Commission will meet in closed session to discuss agenda items 3 through 6.

**SPECIAL CLOSED SESSION**

3. Conference with Real Property Negotiators  
Agency Designated Representative: M. Olin  
Negotiating Parties: 2222 E. Cliff Drive (O'Neill Sea Odyssey)  
Under Negotiation: Lease
4. Conference with Real Property Negotiators  
Agency Designated Representative: M. Olin  
Negotiating Parties: 493 Lake Avenue, Suite B (Johnny's Harborside Restaurant)  
Under Negotiation: Lease
5. Conference with Real Property Negotiators  
Agency Designated Representative: M. Olin  
Negotiating Parties: City of Santa Cruz  
Under Negotiation: Memorandum of Understanding – Murray Street Bridge
6. Conference with Legal Counsel – Pending Litigation (1 Case)

**SPECIAL PUBLIC SESSION**

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

Chairman Goddard announced that the Commission took no reportable action in closed session on items 3 through 6.

Chairman Goddard adjourned the special open session following the closed meeting at 6:39 PM.

### **REGULAR PUBLIC SESSION – 7:00 PM**

Chairman Goddard convened the regular public session at 7:00 PM via teleconference.

8. Pledge of Allegiance
9. Oral Communication

Chairman Goddard announced that the Commission took no reportable action in closed session on items 3 through 6.

Commissioner Smith commented that the commercial salmon season has had a productive start, crediting the success to California Fish and Wildlife hatchery raised/released fish.

Chairman Goddard expressed optimism that this may be the last virtual meeting, noting that he anticipates resuming in-person meetings as soon as next month, pending the State's new COVID-19 guidelines that are anticipated to take effect June 15, 2021.

### **CONSENT AGENDA**

10. Approval of Minutes
  - a) Special Closed & Regular Public Meeting of April 27, 2021
11. Approval of Sublease Agreement from O'Neill Sea Odyssey – 2222 E. Cliff Drive, Suite 208 (Tenant: Dr. Donald Markle)
12. Approval of Sublease Agreement from Nexus Wealth Advisors – 365 B Lake Avenue, Northeast Office Space (Boxine USA, Inc.)

MOTION: Motion made by Commissioner Smith, seconded by Vice-chairman Geisreiter to approve the consent agenda.

- *Motion carried unanimously by roll call vote.*
  - *Geisreiter: YES*
  - *Gertler: YES*
  - *Smith: YES*
  - *Reed: YES*
  - *Goddard: YES*

### **REGULAR AGENDA**



13. Approval of FY22 Boatyard Fee Schedule

Discussion: Port Director Olin stated that at the regular public session of April 27, 2021, the Commission reviewed proposed FY22 fees for the boatyard and determined that additional staff review of the Pressure Wash for Trailerable Vessel fee was needed. She stated that a revised proposal for the Pressure Wash for Trailerable Vessel fee is proposed, which establishes a tiered rate for self-service and full-service.

Commissioner Smith expressed support for the proposed rate.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Reed to approve the FY22 boatyard fee schedule and authorize the Port Director to waive or adjust fees as deemed appropriate.

- *Motion carried unanimously by roll call vote.*

- *Geisreiter: YES*
- *Gertler: YES*
- *Smith: YES*
- *Reed: YES*
- *Goddard: YES*

14. Approval of Cash / Payroll Disbursements – April 2021

Discussion: In response to a question posed by Vice-chairman Geisreiter regarding the multiple invoices related to the *Twin Lakes* Generator, FME Wulf stated that extensive and lengthy off-site repairs were performed on the District's standby generator, which necessitated a long-term rental of a similar generator from A Tool Shed. He stated that a new, marine-grade generator has been purchased and the rental generator has been returned. The plan is to use the existing (repaired) generator as a backup after the new generator is installed on *Twin Lakes*.

MOTION: Motion made by Commissioner Smith, seconded by Vice-chairman Geisreiter to approve cash and payroll disbursements for April 2021, in the amount of \$1,295,668.32.

- *Motion carried unanimously by roll call vote.*

- *Geisreiter: YES*
- *Gertler: YES*
- *Smith: YES*
- *Reed: YES*
- *Goddard: YES*

**INFORMATION**

15. Port Director's Report

#### Regional General Permit Update

Port Director Olin stated that Administrative Services Manager MacLaurie will provide an update on the application process for the Regional General Permit (RGP). Administrative Services Manager MacLaurie stated that over the last 18 months, she has worked with the District's consultant to obtain the technical reports needed to satisfy the RGP application requirements. She stated that the District's application has been submitted to the U.S. Army Corps of Engineers, as well as the California Regional Water Quality Control Board. She stated that at this time, the process continues to move forward, and it is anticipated that the RGP could be obtained within the next 4-6 months.

#### Lease for a Restaurant Business to be located at 616 Atlantic Avenue, Santa Cruz, CA

Port Director Olin stated that the lease opportunity for a restaurant business to be located at 616 Atlantic Avenue is currently out to bid. Bids are due Friday, July 16, 2021, at 11:00 AM.

#### O'Neill Yacht Charters (OYC)

Port Director Olin stated that after pausing all operations during the COVID-19 pandemic, OYC has announced that they will begin operations under their new charter permit beginning Sunday, June 20, 2021, on Father's Day. The new charter permit includes a \$2 per passenger fee. Additionally, she stated that temporary berthing for the former *Team O'Neill* catamaran on the F1 end-tie, will be permitted to stay for a 6-month period after the new charter vessel commences operation, noting that a 3-month extension may be granted by staff.

#### Congressman Panetta Visit

Port Director Olin stated Congressman Panetta visited the harbor on Friday, May 21, 2021. Chairman Goddard, Port Director Olin, and Harbormaster Anderson provided a tour of the harbor on the patrol boat and discussed the annual dredging reimbursement funding process. Congressman Panetta expressed his support for the Port District's future funding goals and acknowledged the opportunity for identifying improvement in the process.

#### Olin Set to Retire

Port Director Olin announced her retirement effective August 15, 2021. Port Director Olin thanked staff and the Commission for their support over the years.

#### 16. Harbormaster's Report

Harbormaster Anderson reported that on Sunday, May 16, 2021, Harbor Patrol responded to a report of a man and two children being swept into the ocean in the area of Main Beach after the San Lorenzo River mouth breached. Harbormaster Anderson commended Deputy Harbormasters Kevin King and David Hill for their response efforts and life-saving actions that saved the two children's lives.

Harbormaster Anderson stated that on April 29, 2021, the Port District received a notice of violation from the City of Santa Cruz Wastewater Treatment Facility due to an exceedance of copper in effluent that is discharged to the City's sanitary sewer. He stated that staff met with a City inspector on-site to address the violation and identify corrective measures. As a result, Harbormaster Anderson stated that a new media vessel was purchased to remedy

the exceedances. The unanticipated purchase cost of \$7,200 was originally planned to be made in 2022. Harbormaster Anderson stated that he will move forward with the objective of ensuring that boatyard housekeeping meets requirements and that this new filtration system is properly maintained.

17. Facilities Maintenance & Engineering Report

Dredge Operations

FME Wulf stated that entrance dredging has concluded for the season, and crews have removed all pipe from the beach, broken down all floating pipeline, and prepared *Twin Lakes* to be moved to the offseason mooring on June 1, 2021. He stated that *Squirt* will be hauled out at the boatyard for off-season maintenance next week.

FME Wulf stated the 2020-21 Dredge Report will be prepared for Commission review at the regular public session of July 27, 2021.

Maintenance

FME Wulf stated that the gangway project is underway. He stated that crews will plan accordingly to minimize disruptions to commercial fishing operations.

Paving Project

FME Wulf stated that informal bids will be solicited for paving repairs in the north harbor.

In response to a question posed by Commissioner Smith, FME Wulf stated that the geotechnical investigation of the east access road embankment was performed by Haro, Kasunich, and Associates and the Port District is awaiting the final report.

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

- a) Comparative Seasonal Revenue Graphs

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

20. Harbor Patrol Incident Response Report – April 2021

In response to a question posed by Chairman Goddard, Harbormaster Anderson corrected the location of the incident on April 1, 2021, as Shark Tooth Beach in Davenport (not Shark Fin Cove).

21. Written Correspondence

- a) Letter to Port Commission & Staff, from S. Rypka
- b) Letter to Chairman Goddard, from B. McCarthy
- c) Letter to Supervisor Coonerty, from Chairman Goddard
- d) Letter to Senator Padilla, from State Senator Laird
- e) Letter to Senator Padilla, from City of Santa Cruz Mayor Donna Meyers

A brief discussion ensued regarding letter 21 (a). Commissioners Smith and Reed stated that they have observed the one-wheel vehicles and bicycles operating in the harbor at

excessive speeds and acknowledged the need for increased awareness, particularly as it relates to pedestrian safety.

Chairman Goddard stated that a response letter was provided to B. McCarthy regarding letter 21 (b).

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

Chairman Goddard adjourned the regular public session at 7:45 PM.

---

Toby Goddard, Chairman



TO: Port Commission

FROM: Marian Olin, Port Director

DATE: June 17, 2021

SUBJECT: Approval of Resolution 21-01 – Authorizing the Port Director to Execute the Memorandum of Understanding between the City of Santa Cruz and the Santa Cruz Port District for the Murray Street Bridge Seismic Retrofit / Barrier Replacement Project.

**Recommendation:** *Approve Resolution 21-01, accepting the Memorandum of Understanding (“MOU”) between the City of Santa Cruz and the Santa Cruz Port District for the Murray Street Bridge Seismic Retrofit / Barrier Replacement Project and authorizing the Port Director to execute the final MOU and approve minor amendment(s) in a form acceptable to Port District counsel, and modification(s) to draft Exhibits A, B and C as may be necessary.*

## Background

The City of Santa Cruz and Caltrans are completing a seismic retrofit of the Murray Street Bridge which spans Santa Cruz Harbor. The project is a state-mandated seismic safety program to retrofit vulnerable bridges to meet current seismic standards. The retrofitted bridge will feature new railings and lighting, as well as wider bike lanes and sidewalks. As part of the project, the existing County of Santa Cruz Sanitation District sanitary sewer force main will be relocated from its current location underneath the harbor, to a new location on the north side of the bridge.

The City of Santa Cruz Department of Public Works (“City”) and their consulting engineering firm TRC have been working with the Port District on and off for nearly a decade to coordinate and plan the project. The City and TRC gave a presentation on the project at the Port Commission’s public meeting on March 23, 2021. (A copy of the presentation is appended as Attachment C.) The current schedule calls for a construction start in approximately one year, the goal being by April 2022, with completion by December 2024.

The bridge retrofit project is especially challenging because of the disruptive impacts construction will have on the harbor, its users and businesses which will temporarily require partial closure of some facilities, and temporary relocation of some boats, commercial businesses, docks and facilities. The City is committed to staging work to minimize disruption to the extent possible, and maintaining vessel access to the north harbor at all times during construction, though there will be occasional one-way traffic control. There will also be impacts on vehicular, bicycle and pedestrian traffic, with one-way vehicle traffic on the bridge during some operations, and rerouting of pedestrian and bicycle traffic.

## **Analysis**

The City is working to complete design engineering, right-of-way certification and permitting. There is pressure for the City to complete its right-of-way acquisition by August 2021, in order to be reimbursed by the state and federal government for that phase of the project. Additionally, there are agreements and processes that need to be completed involving the City and the Port District:

### Memorandum of Understanding (“MOU”)

The City needs to enter into a MOU with the Port District by June 30, 2021, to memorialize interagency cooperation between the entities during the Murray Street Bridge retrofit project in order to secure \$1.9 million in state and federal funding. The funding is critical to the project.

Staff and the Port Commission worked with District Counsel Barbara Choi to negotiate mutually acceptable MOU language with the City’s attorney that addresses responsibilities, identifies reimbursable expenses to the Port District such as temporary loss of parking spaces, relocation of facilities, temporary vessel relocations and dock engineering, planning, demolition and construction. The agreement is appended as Attachment B, and is the subject of Resolution 21-01 (Attachment A).

Staff recommends approval of Resolution 21-01, authorizing the Port Director to execute the MOU, and approve changes that may be needed to the MOU, in a form acceptable to District counsel, and the draft exhibits which are appended to the agreement in draft form:

- A. Port Facility Table
- B. Port Relocation Table
- C. Plats and Draft Legal Descriptions for Draft Permanent and Temporary Construction Easements

### Appraisal

The City and its consultants are finalizing the project appraisal, which will undergo an independent review and review by Caltrans. To protect its interests, the Port District may also want to contract with an outside consultant to complete its own independent review of the appraisal when complete.

### Negotiated Compensation Agreements

Negotiated compensation agreements such as a temporary construction easement and permanent easement agreement are referenced in the MOU. Compensation amounts payable to the Port District for relocation, disruption, and use of Port District facilities (temporary and permanent) will be contingent upon the appraisal, and existing understandings and negotiations between the City and

the Port District, and ultimately will be subject to Caltrans' approval. This is why the Port District may wish to consider conducting an independent review of the completed appraisal.

### **Impact on Port District Resources**

The purpose of the MOU is to memorialize responsibilities, secure funding and ensure the Port District is made whole for disruption, relocation and expenses associated with the bridge retrofit project. The MOU states,

*“The Parties intend for the Port to be reimbursed by Caltrans for 100% of actual costs related to its work associated with the Project. The Parties understand that they will be reimbursed for allowable costs under State and Federal Guidelines and that the City will provide relocation assistance in accordance with the Uniform Relocation Act.”*

While it is the intent of the City and Port District to ensure the Port District is fully reimbursed for actual expenditures, relocation and services provided (such as parking and visitor berthing), as well as temporary and permanent easements, the amounts are ultimately subject to the appraisal, negotiation between the parties, and Caltrans approval.

While the City has developed a plan for mitigating impacts by staging work and planning for temporary relocation, the project will impact facilities and inconvenience employees, businesses and users alike. The project will also consume staff resources as the construction project will require daily administration, communication, contractor coordination and management.

There have been and will continue to be costs incurred by the Port District associated with this project that have not and will not be reimbursable (e.g., the cost to review the appraisal; legal fees to protect the District's interests, etc.). Additionally, any temporary negative impacts this construction project may have on operating revenue (e.g., concession revenue, boatyard revenue, slip rental revenue) are not quantified at this time.

### **ATTACHMENTS:**

- A. Resolution 21-01
- B. Memorandum of Understanding between the City of Santa Cruz and the Santa Cruz Port District
- C. Murray Street Bridge Rehabilitation Presentation to Port District Commissioners, March 25, 2021

Santa Cruz Port District  
**Resolution 21-01**

June 22, 2021

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

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

A resolution authorizing the Port Director to execute a Memorandum of Understanding between the City of Santa Cruz and the Santa Cruz Port District ("Port District") for the Murray Street Bridge Seismic Retrofit / Barrier Replacement Project.

WHEREAS, the City of Santa Cruz ("City") and Caltrans are completing a state-mandated seismic retrofit of the Murray Street Bridge which spans Santa Cruz Harbor, and,

WHEREAS, it is the City's intent to be under construction in approximately one year; and,

WHEREAS, the City and the Port District need to enter into a Memorandum of Understanding ("MOU") to memorialize interagency cooperation and responsibilities in order for the City to secure state and federal funding for the project; and,

WHEREAS, it is in the interest of both parties to ensure project funding; and,

WHEREAS, the draft MOU has been reviewed by Port District and City staff, as well as the attorneys representing each agency; and the Santa Cruz City Council is scheduled to also consider the MOU at its public meeting on June 22, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz Port District Commission hereby authorizes the Port Director to execute the Memorandum of Understanding between the City of Santa Cruz and the Santa Cruz Port District and approve minor amendment(s) in a form acceptable to Port District counsel, and modification(s) to draft Exhibits A, B and C, as may be necessary.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 22<sup>nd</sup> day of June 2021, by the following vote:

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

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

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

Approved by:

\_\_\_\_\_  
Toby Goddard, Chairman  
Santa Cruz Port District Commission



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA CRUZ  
AND THE SANTA CRUZ PORT DISTRICT  
REGARDING INTER-AGENCY COOPERATION DURING THE  
CONSTRUCTION OF THE  
MURRAY STREET BRIDGE SEISMIC RETROFIT/BARRIER REPLACEMENT  
PROJECT  
(Federal Project Number STPLX-5025(048))**

This Memorandum of Understanding (MOU) is made and entered into in \_\_\_\_\_ 2021, between the City of Santa Cruz (City), a municipal corporation, and the Santa Cruz Port District (Port), a public corporation. City and Port are referred to individually as “Party”, or collectively, as the “Parties.” The MOU outlines the mutual interests of the Parties and their respective responsibilities related to the Murray Street Bridge Seismic Retrofit/Barrier Replacement Project (Project).

**BACKGROUND**

Murray Street Bridge (Caltrans Bridge Number 36C0108) is currently identified in the Caltrans Bridge Inventory as requiring a mandatory seismic retrofit, as it is not in compliance with current seismic design codes. This is the last bridge within the City identified as such and is scheduled for a seismic retrofit under the Federal Highway Bridge Program (HBP) and State Local Bridge Seismic Retrofit Account (LBSRA). As part of the Project, the non-standard bridge barriers will be replaced with current Caltrans Standard Plan barriers or railings. Proper clearances to the new bridge barriers will be provided, increasing the safety of the many bicyclists that use the structure. The existing sidewalk on the south side of the bridge will be reconstructed as part of the new barrier/railing. Additionally, a Sanitary Sewer Force Main (SSFM) owned by the County of Santa Cruz Sanitation District will be constructed along the north side of the bridge after which the existing SSFM beneath the harbor will be abandoned.

The Project has progressed to the point where final design and right of way clearance are being addressed. For the City to certify the right of way document (a necessary step towards construction), the City must show that there is a plan to mitigate impacts. For this Project, the right of way process is unusually complicated because there are businesses, tenants and marine infrastructure that must be relocated temporarily during construction. The Port is the lessor for all the impacted entities, and as such the City and the Port agree to coordinate the effort to clear the right of way.

The Port has much more extensive experience with dock construction than does the City, having completed dock reconstructions of facilities impacted by the tsunami of 2011, as well as the

Aldo's seawall replacement, and thus the Port is much better positioned to provide facilities for temporarily relocating watercraft and facilities out of the areas to be used for the construction of the Project and undertake the construction necessary to reconstruct docks which will be subject to a Temporary Construction Easement (TCE) between the Parties. Similarly, the Port is in a better position to manage the relocation of said watercraft and facilities.

## **ROLES AND RESPONSIBILITIES OF THE PARTIES**

The City and the Port have negotiated this MOU in order to work jointly during the Project. The Port has agreed to undertake certain construction necessary to clear the right of way, specifically construction of temporary dock(s) and reconstruction of permanent dock facilities meeting current design standards and codes. City will, however, be responsible for obtaining any permits necessary for this work.

Some aspects of the Project will be undertaken by the Port prior to construction of the Project, some will be undertaken during the main phase of construction, and some after Project construction is completed.

Once the Port has initiated the necessary construction to clear the right of way, the Port will invoice the City, which will, in turn, invoice the State for the authorized amount of reimbursement. Invoicing may occur on a monthly basis.

The Parties agree that the Port shall be entitled to compensation due to the disruption of the Port's normal business as described herein as a result of the Project. This compensation is subject to Caltrans approval. The parties intend this to include costs that are reimbursable pursuant to State and Federal guidelines, including the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as found in 49 CFR Part 24, including but not limited to reimbursement of watercraft relocation costs, loss of parking and boat slip revenue, construction costs for temporary docks, storage facilities, dock reconstruction costs, management and administrative costs. The Port shall also be compensated for the use of Port property during construction of the Project pursuant to Temporary Construction Easements, and also for Permanent Easements. The valuation of these easements will be based upon appraisals and the compensation to the Port shall be negotiated in good faith by the Parties under terms specified in separate agreement(s), as appropriate.

The Parties' respective duties are as follows:

City:

- Overall management of the Project, including: obtaining all permits and other approvals as necessary, coordination with the State for authorizations to proceed with various

phases of work as outlined in the State of California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM); selection of and contracting with the general contractor; construction oversight of the Project.

- Management and construction of the various right of way elements identified as the City’s responsibility in the “work by” column of Exhibit A, “Port Facility Table,” attached hereto.
- Conduct community outreach and provide at least 90 days prior written notice to businesses, individuals, occupants at the Harbor, and community members potentially impacted by the Project before the start of construction.
- Create process and assist Port with the relocation of boat slip occupants by designating relocation agent and provide prior notice and coordinate with the Port.
- Work with individuals, businesses, and the Port to secure temporary accommodation for individuals and businesses impacted by the Project, as specified in Exhibit A.
- Administer the Caltrans claim process for individuals and businesses related to relocation related to Project, including intaking Caltrans reimbursement claim forms submitted by individuals, businesses, and the Port for reimbursement of allowable costs under applicable State and Federal guidelines and submitting to Caltrans.
- Processing and payment of invoices generated by the Port for reimbursable expenses as defined in this MOU.
- Subsequent submission of invoices to the State in the format proscribed in the LAPM.
- Preparation of close out documentation at the conclusion of the Project.
- Maintain the Murray Street Bridge and Permanent Easement areas during the term of the Project.

Port:

- Management, design and construction of the various right of way elements identified as the Port’s responsibility in the “work by” column of Exhibit A, “Port Facility Table.”
- Solicitation and selection of, contracting with and management of engineers, a construction contractor and any required subcontractors for said elements.
- Physical relocation of watercraft, appurtenances, and certain facilities within the Port.
- Patrol and other harbor management activities, including but not limited to construction administration services by licensed engineers for construction of temporary docks and reconstruction of permanent dock facilities as required during construction.
- Submission of invoices to the City for allowed reimbursable expenses as defined in this MOU.

### **ALLOWED REIMBURSABLE EXPENSES**

The Port will be compensated for costs associated with the various right of way elements identified as the Port’s responsibility in the “work by” column of Exhibit A, Port Facility Table.

Exhibit A is for reference only and is subject to change based on the mutual agreement of the Parties.

NOTE: The Parties agree that the cost of these elements as depicted in the Port Facility Table are estimates only, are given for budgetary purposes, and shall not limit the Port's right to reimbursement for actual costs in any way.

The Parties intend for the Port to be reimbursed by Caltrans for 100% of actual costs related to its work associated with the Project. The Parties understand that they will be reimbursed for allowable costs under State and Federal Guidelines and that the City will provide relocation assistance in accordance with the Uniform Relocation Act. The City will be responsible for processing all relocation claims submitted by the Port and other parties. Unless otherwise agreed to by the Parties, the Port will submit invoices to the City on a monthly basis until completion of the Port's work with documentation supporting the costs as requested by the City. The City shall then submit these invoices to Caltrans for reimbursement and any undisputed invoices shall be paid by the City to the Port within 90 days.

### **RELOCATION EXPENSES**

At this time, the Parties intend for Exhibit B, "Preliminary Boat Relocation Plan, dated October 7, 2020", to indicate all necessary relocations. The Parties understand that this Plan is subject to change.

### **INDEMNIFICATION**

A. For the purpose of indemnification, each Party shall be responsible for the acts or omissions of its respective officials, officers, employees, and agents relating to this MOU.

B. Each Party ("Indemnitor") to this MOU agrees to defend, indemnify, and hold harmless the other Party to this MOU, and the other Party's respective officials, officers, employees, and agents ("Indemnitees") from any and all claims, demands, damages, and liability of any kind or nature, including attorneys' fees and costs, which any Indemnitee may sustain or incur, but only in proportion to and to the extent that any such liability imposed on the other Party is proximately due to the negligent acts or omissions of the Indemnitor's officials, officers, employees and/or agents relating to the Indemnitor's obligations under this MOU.

C. Each Party shall require all consultants, contractors and subcontractors performing work relating to the Project to defend, indemnify, and hold harmless the City, the Port, and their respective officials, officers, employees and agents, from and against any claims, demands and liability arising from such work to the fullest extent allowed by applicable law.

D. Each Party shall require all consultants, contractors and subcontractors performing work relating to the Project to carry adequate insurance, and to name the City, the Port and their respective officials, officers, employees and agents as additional insureds on the commercial liability insurance policy and automobile liability policy, Each Party reserves its rights to set insurance policy limits on its respective construction contracts related to the Project.

E. Each Party shall provide the other with verification of satisfaction of the insurance and indemnity requirements by providing the other Party with copies of the construction contracts, insurance certificates and endorsements from its respective contractors and subcontractors, as applicable.

F. Each Party shall require payment and performance bonds for all contracts for construction related to the Project of over \$25,000 in accordance with applicable law, regulations and/ or funding conditions. All payment and performance bonds and any warranties required for the construction of the Project shall name the City and Port as co-obligees.

#### **EASEMENTS - ADDITIONAL COMPENSATION**

The Port will be compensated as defined in future negotiated compensation agreements as mutually agreed to by the Parties for Temporary Construction Easements for the following Real Properties:

- APN 010-262-70 (portion)
- APN 010-311-02
- APN 010-311-08 (portion)
- APN 011-181-02 (portion)
- APN 011-181-03 (portion)

The City recognizes that the Port controls parking within the United States Coast Guard (USCG) owned parcel, APN 010-262-53. The City is working with the USCG to obtain the Project's Temporary Construction Easement for this parcel. The parties intend for the Port's parking revenue loss request reimbursement claims to include losses related to this parcel, subject to Caltrans' approval.

The Port will be compensated as defined in future negotiated compensation agreements, as mutually agreed to by the Parties, for Permanent Easements for the following Real Properties:

- APN 010-262-70 (portion)
- APN 010-311-02
- APN 010-311-08 (portion)

The draft legal descriptions for the draft Permanent and Temporary Construction Easements are included in the Exhibits to this MOU for reference.

### **DURATION, MODIFICATION, AND TERMINATION OF MOU**

Unless modified or terminated, the terms of this MOU represent the intention of the Parties to cooperate and act in good faith to implement the Project, and shall remain in effect until the final completion and acceptance of the Project respectively by the City, Port, and Caltrans, as applicable. This MOU may be modified or terminated with at least 10 days prior notice to either Party upon the mutual agreement of the Parties.

### **MISCELLANEOUS**

1. No Agency. It is understood that each of the Parties operate independently from one another and cannot enter into agreements or contracts as agents of the other. It is expressly understood and agreed that none of the Parties are in any way or for any purpose an agent of each other related to the Project.
2. No Assignment. No party to this MOU can assign any portion of this MOU without the other Parties' prior written consent, unless otherwise stated herein.
3. No Third-Party Rights. This MOU is not intended, and shall not be construed, to create any right, benefit, or enforceable law, substantive or procedural, for any third party against any parties to this MOU, the State of California, the United States, or the officers, employees, agents, or other associated personnel thereof.
4. Contract Interpretation. This MOU is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any Party based upon attribution of drafting to any Party.
5. Governing Law. This MOU shall be governed, construed, and enforced in accordance with the laws of the State of California.
6. Severability. The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid or illegal.
7. Warranty of Authority. The undersigned Parties state that they represent and have the authority to execute this MOU on behalf of their respective agencies.
8. Counterparts. The Parties may execute this MOU in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a Party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

By their signatures below, the Parties herein acknowledge that they have read the terms of this MOU, understand the terms thereof and are fully agreed thereto, and are authorized to execute this MOU on their respective entity's behalf, as of the effective date written above.

Santa Cruz Port District

City of Santa Cruz

---

Marian Olin  
Port Director

---

Martín Bernal  
City Manager

Approved as to Form

Approved as to Form

---

District Counsel

---

City Attorney

Exhibits:

- A- Port Facility Table
- B- Port Relocation Table
- C- Plats and Draft Legal Descriptions for Draft Permanent and Temporary Construction Easements



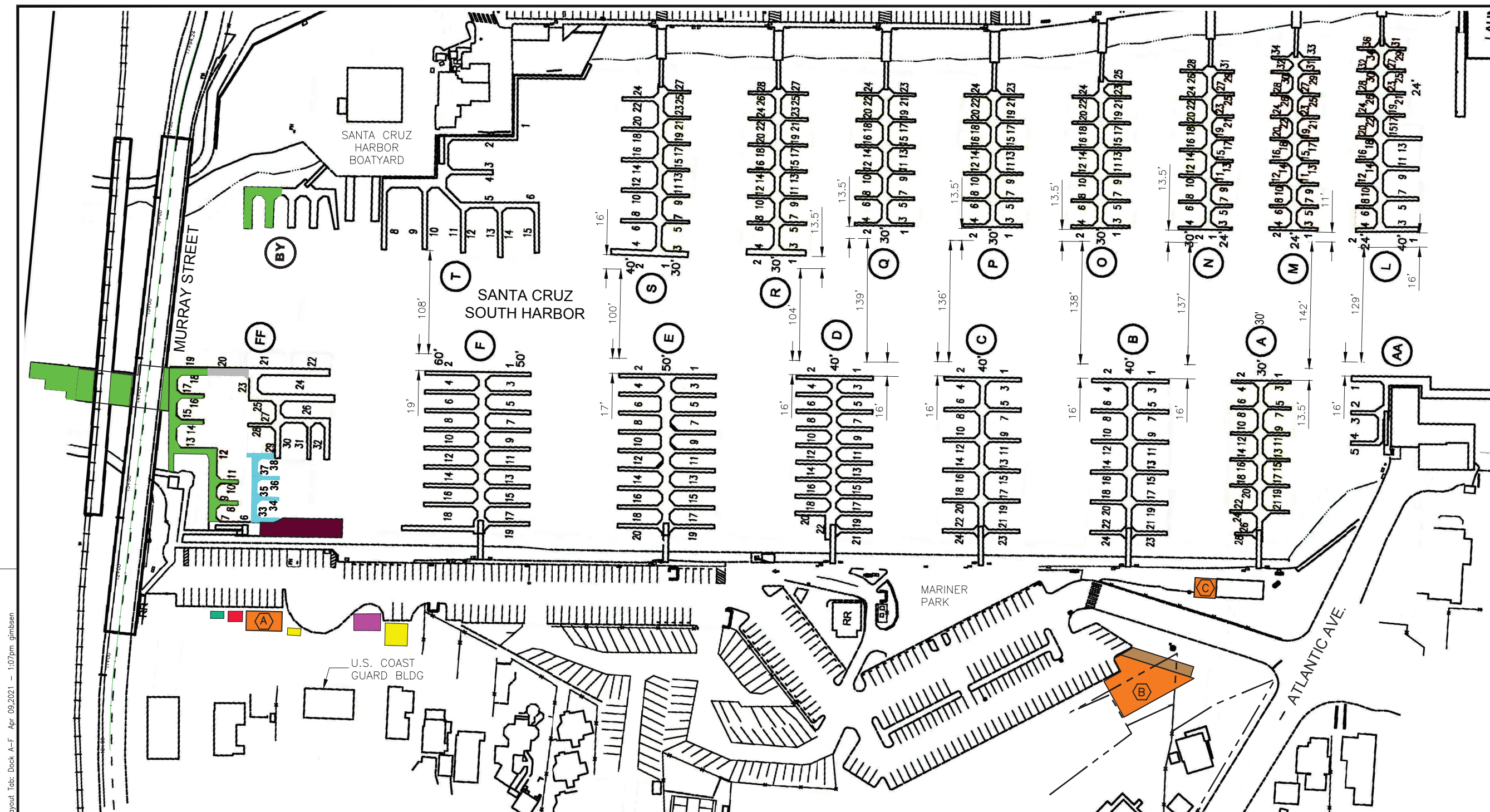
PORT FACILITY TABLE

Last Up-date: 6/7/2021

Ref. #	Owner	Address	Contact	Description	Action	Work By	Cost Reference	Removal Cost		Storage/Temp Use Cost		Replacement Cost		Work Type
								Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
1	Port District	135 Fifth Ave Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Pedestrian Bridge</b>	Existing Ped Bridge to be removed permanently between Bent 4&5. Shown on Bridge Plans as Bridge Removal (Portion)	City Contractor	City's Bid Estimate (38)	\$15	\$3,750	N/A	N/A	N/A	N/A	
												TOTAL	\$3,750	Construction
2	Port District	135 Fifth Ave Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Temporary and Permanent Rowing Racks - Kayak/Rowing Storage Unit</b>	4680 SQFT+Roof.  Relocate 60 boats to Temporary Storage Locations A, B, and C Construct temporary storage racks at Location A, B, and C.	Port Contractor  Relocation by Kayak Owners	#2 and #6 (Port Facilities Cost Estimate)	Item #2 Item #6		\$82,200 \$187,200 \$1,600 \$1,576	\$82,200 \$187,200 \$1,600 \$1,576			
												TOTAL	\$272,576	Right of Way
3	Port District	135 Fifth Avenue	Jim Beauregard	<b>Chardonnay*</b>	Provide Temporary Building including Utility Connections and Protect Existing Building in Place	City Contractor City Contractor	City's Bid Estimate (5)	N/A N/A		\$50,200 \$5,000	\$50,200 \$5,000	N/A N/A	\$50,200 \$5,000	Construction
												TOTAL	\$55,200	Construction
4	Port District	135 Fifth Avenue	Mr. Jim Beauregard	<b>Pacific Yachting* Way)</b>	Provide Temporary Building including Utility Connections and Protect Existing Building in Place	City Contractor City Contractor	City's Bid Estimate (6)	N/A		\$45,887 \$5,000	\$45,887 \$5,000	N/A N/A	\$45,887 \$5,000	Construction
												TOTAL	\$50,887	Construction
5	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Pacific Yachting Storage Shed Beneath (Span 3)</b>	Purchase materials for a temporary shed 8'x4'x8', construct it at temporary location and relocate to a new location adjacent to the SC Rowing club oar house after construction	City Contractor City Contractor	City's Bid Estimate (7)			N/A N/A	N/A \$5,750	N/A N/A	N/A N/A	
												TOTAL	\$5,750	Construction
6	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Rusty Kingon (831) 261-7126	<b>UCSC Storage Space* (Beneath Span 2)</b>	On Bid Item List this will be two items (Remove Fence) and Chain Link Fence (with wood slates- 6' High) Remove fencing for temporary storage area (fenced yard) and reconstruct after construction	City Contractor City Contractor City Contractor	N/A City's Bid Estimate (33) and City's Bid Estimate (150)		\$2,242 N/A N/A			N/A N/A N/A	N/A N/A \$8,625	
												TOTAL	\$10,867	Construction
7	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Linda Locklin (831) 464-9543	<b>Santa Cruz Rowing Club Oar House*</b>	Purchase materials for a temporary shed 8'x12', construct it at temporary location and relocate to original location under the bridge	City Contractor	City's Bid Estimate (8)	N/A		\$5,750	\$5,750	N/A	N/A	
												TOTAL	\$5,750	Construction
8	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Waste Oil Shed</b>	Purchase materials for a temporary shed 3'x6'x6', construct it at temporary location and relocate to original location under the bridge	City Contractor	City's Bid Estimate (9)	N/A		\$5,750	\$5,750	N/A	N/A	
												TOTAL	\$5,750	Construction
9	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>UCSC Storage Sheds (Buildings/Shop) Beneath Spans 2 &amp; 3</b>	Purchase materials for two temporary shed 8'x12', construct it at temporary location and relocate to original location under the bridge	City Contractor	City's Bid Estimate (10)	N/A			\$11,500	N/A	N/A	
												TOTAL	\$11,500	Construction
10	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Jet Float/Remove/Storage/Replace</b>	Remove Jet Float out of Construction Zone, store it, and reconstruct it after construction  Place Temporary JetFloat at Dock C Slip 23  Slip C23 Loss of Use \$537.60/mo. X 30 months  Dollies (3)	Port Contractor Port Port Port	#3 (Port Facilities Cost Estimate) #12 (Port Facilities Cost Estimate) #12 (Port Facilities Cost Estimate) #12 (Port Facilities Cost Estimate)	Item #3 Item #12a Item #12b Item #12c		\$28,000 \$23,515 \$538 \$383	\$28,000 \$23,515 \$16,128 \$1,150		\$28,000 N/A N/A N/A	
												TOTAL	\$40,793	Right of Way
11	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Dock - FF and Pedestrian Enclosure</b>	Remove portion of Dock F-F, including bridge removal of adjoining pedestrian walkway  Relocate 20 boats to visitor docks and back to Dock FF  Use of Visitor Docks to Relocate 20 boats  Pile Replacement  Reconstruct Dock F-F  Permanent Electrical Service for Docks FF & BY  Director 133 wks. X 6 hrs./wk. @ \$137.34 /hr. Resident Engineer: 130 wks x 16 hrs/wk @ \$84.14/hr	Port Port Port Port Contractor Port Contractor Port Contractor Port Contractor Port	Port Contractor now - was City's Bid Estimate (11) See Justification Memo Option A See Justification Memo Option A #4 (Port Facilities Cost Estimate) #5 (Port Facilities Cost Estimate) Item #7 #7 and 8 (Port Facilities Cost Estimate) #10 (Port Facilities Cost Estimate)		\$57,500 \$18,000 \$649,376 \$427,500 \$2,686,600 \$690,000 \$46,000 \$137 \$84	\$57,500 \$18,000 \$649,376 \$427,500 \$2,686,600 \$690,000 \$46,000 \$109,600 \$175,000		\$57,500 \$18,000 \$649,376 \$427,500 \$2,686,600 N/A \$736,000 \$109,600 \$175,000 \$4,859,576		Right of Way Right of Way Right of Way Right of Way Right of Way Right of Way Right of Way Right of Way Right of Way R/W Total
12	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Dock FF- Gangway Construction (1000 SF)</b>	Construct temporary new West Harbor Guest Dock.	Port Contractor	#1 (Port Facilities Cost Estimate)	Item #1		\$365,430	\$365,430	N/A	N/A	
												TOTAL	\$365,430	Right of Way
13	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>Dock FF- Gangway Demolition (1000 SF)</b>	Demolition of Dock, after Bridge Construction is Complete	Port Contractor	#5 (Port Facilities Cost Estimate)	Item #5		\$10,000	\$10,000			
												TOTAL	\$10,000	Right of Way
14	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-3131	<b>Reconstruct Dock BY (495 Lake Avenue)</b>	Remove two northern most slips from Dock BY, reconstruct them after bridge construction is complete	Port Contractor	#9 (Port Facilities Cost Estimate)	Item #9a Item #9b Item #9c/9d			\$5,280 \$3,800.00 \$15,912.00			
												TOTAL	\$35,552	Right of Way
15	Port District	135 Fifth Ave Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>East Drive under Bridge</b>	Maintain access/construct detour Reconstruct pavement.  L= 500', W=12' = 6000 SQFT	City Contractor City Contractor	Portion of HMA and AB City's Bid Estimate (77 and 78)	N/A N/A		\$2 N/A	\$12,000 N/A	N/A \$5	N/A \$30,000	
												TOTAL	\$42,000	Construction
16	Port District	135 Fifth Ave Santa Cruz, CA 95062	Ms. Marian Olin (831) 475-6161	<b>West Drive under Bridge</b>	Maintain access/construct detour Reconstruct pavement.	City Contractor City Contractor	Portion of HMA and AB City's Bid Estimate (77 and 78)	N/A N/A		\$2 N/A	\$12,000 N/A	N/A \$5	N/A \$30,000	







TEMPORARY BERTH RELOCATION TABLE		
EXISTING DOCK & BERTH LOCATION	TENTATIVE TEMPORARY RELOCATED DOCK & BERTH LOCATION	OWNER
FF 6	FF 37	U.C.S.C.
FF 7	FF 33	U.C.S.C.
FF 8	FF 34	U.C.S.C.
FF 9	FF 35	U.C.S.C.
FF 10	FF 36	U.C.S.C.
FF 11	FF 38	PRIVATE
FF 12	VISITOR	PRIVATE
FF 13	VISITOR	PACIFIC YACHTING
FF 14	VISITOR	PACIFIC YACHTING
FF 15	VISITOR	PRIVATE
FF 16	VISITOR	PACIFIC YACHTING
FF 17	VISITOR	PACIFIC YACHTING
FF 18	VISITOR	PRIVATE
FF 19	VISITOR	PRIVATE
FF 20	VISITOR	PACIFIC YACHTING
FF 23	VISITOR	PRIVATE
FF 25	VISITOR	PACIFIC YACHTING
FF 27	VISITOR	PRIVATE
FF 28	VISITOR	PRIVATE
FF 29	VISITOR	PRIVATE
FF 30	VISITOR	PACIFIC YACHTING
FF	(A)	S.C. ROWING CLUB
FF	(B)	S.C. ROWING CLUB
FF	(C)	S.C. ROWING CLUB

**LEGEND:**

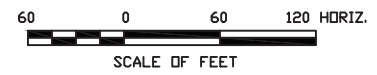
- REMOVE PORTION INITIALLY TO ALLOW ACCESS
- TEMPORARY WASTE OIL SHED
- SANITARY SEWER PUMP STATION ACCESS
- U.C.S.C. SAILING SCHOOL BOAT STORAGE
- BERTH NUMBER 17
- DOCK LETTER DESIGNATION (F)
- TEMPORARY DOCK EXTENSION
- DOCK TO BE REMOVED AND RECONSTRUCTED
- TEMPORARY CHARDONNAY/PACIFIC YACHTING BUILDING & STORAGE SHED
- TEMPORARY U.C.S.C. STORAGE/SHOP
- TEMPORARY STORAGE AREA FOR U.C.S.C. KAYAKS & OARS
- TEMPORARY STORAGE AREA (WITH LETTER DESIGNATION) FOR ROWING CLUB SCULLS, KAYAKS & OAR HOUSE

**ORDER OF DOCK WORK:**

1. TEMPORARILY RELOCATE BOATS FROM DOCK FF TO VISITOR BERTHS. SEE NOTE 1.
2. CONSTRUCT TEMPORARY DOCK FF EXTENSION.
3. REMOVE PORTION OF DOCK FF.
4. REMOVE PORTION OF DOCK BY.
5. CONSTRUCT BRIDGE.
6. RECONSTRUCT DOCK BY TO EXISTING CONDITION.
7. RECONSTRUCT DOCK FF TO EXISTING CONDITION.
8. RELOCATE BOATS BACK TO DOCK FF.

**NOTES:**

1. BOATS FROM DOCK FF THAT WILL BE DISPLACED DURING CONSTRUCTION WILL BE ASSIGNED TEMPORARY BERTH RELOCATION ASSIGNMENTS WITHIN THE HARBOR FROM THE SANTA CRUZ PORT DISTRICT PRIOR TO CONSTRUCTION.



REGISTERED PROFESSIONAL ENGINEER  
 CIVIL  
 No. \_\_\_\_\_  
 Exp. \_\_\_\_\_  
 TRC Engineers or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

PREPARED FOR THE  
**CITY OF SANTA CRUZ**  
 PUBLIC WORKS DEPARTMENT

DESIGN	BY G. ARMSTRONG	CHECKED M. IMBRIANI
DETAILS	BY G. ARMSTRONG	CHECKED M. IMBRIANI
QUANTITIES	BY	CHECKED
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0	1 2 3

**TRC**  
 MARK IMBRIANI  
 PROJECT MANAGER

BRIDGE NO.	36C0108
CONTRACT NO.	
EA NO.	

**MURRAY STREET BRIDGE  
 SEISMIC RETROFIT AND BARRIER REPLACEMENT  
 RELOCATION PLAN**

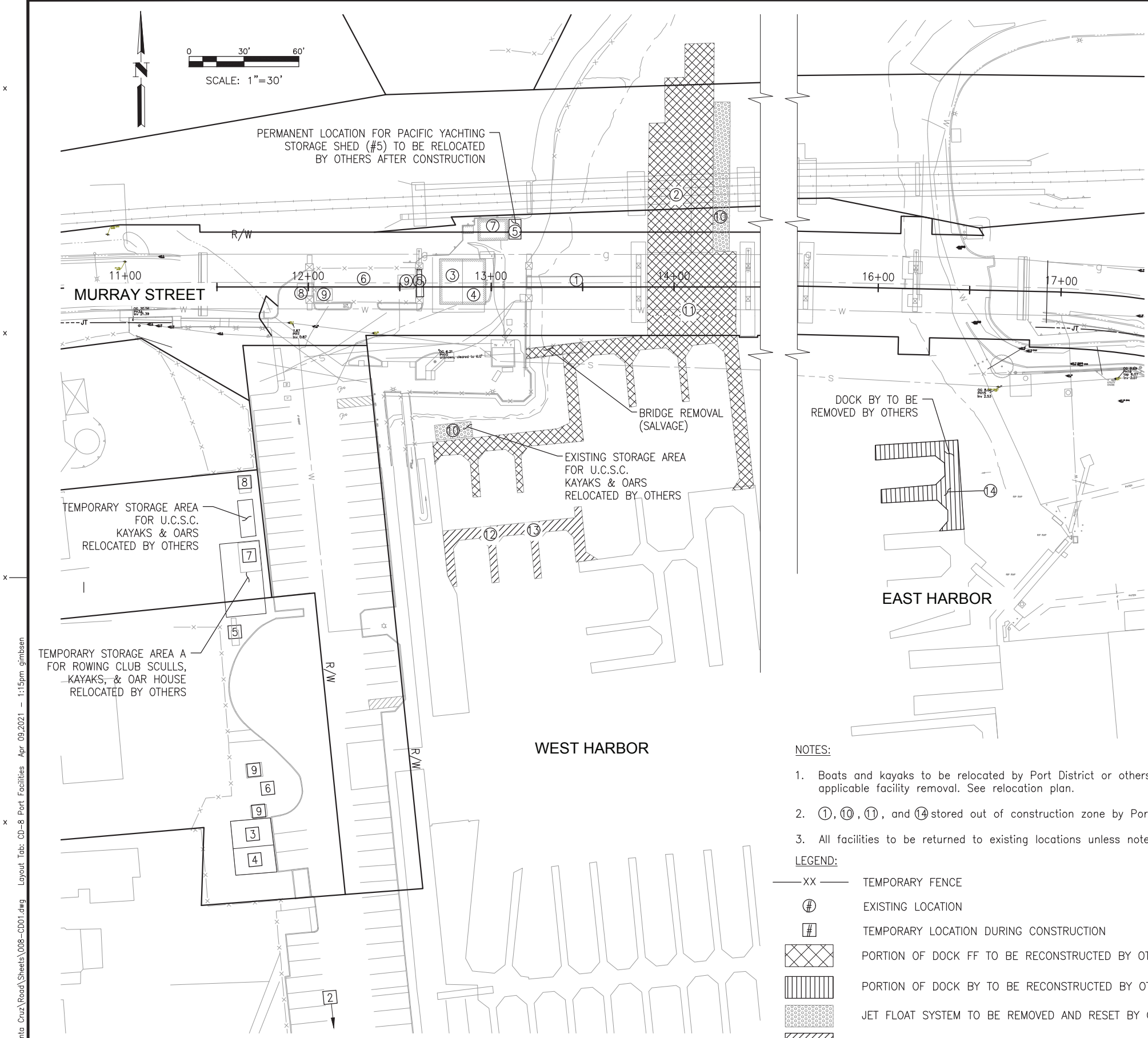
REVISION DATES (PRELIMINARY STAGE ONLY)

1/29/13	2/7/13	2/26/13	2/28/13	3/7/13	3/18/13	3/26/13	4/7/13	5/23/13	9/16/13	3/7/14	3/28/14	4/09/14
---------	--------	---------	---------	--------	---------	---------	--------	---------	---------	--------	---------	---------

SCALE 1"=60'  
 SHEET 11 OF X  
 VAULT NO. XXXXXXX 20

Drawing name: H:\1161 - Santa Cruz\Road\Exhibits\Dock Extensions Plan C.dwg  
 Layout Tab: Dock A-F Apr 09, 2021 1:07pm gmbisen





Item	Description (Owner)	Action	Work By	Work Type
1	<b>Pedestrian Bridge (SCPD)</b>	Existing Pedestrian Bridge to be removed permanently between Bent 4 & 5.	Contractor	Construction
2	<b>Kayak/Rowing Storage Unit (SCPD)</b>	Relocate 60 Kayaks/Sculls to Temporary Storage Locations A, B and C..	Others	Right of Way
3	<b>Chardonnay</b>	Provide Temporary Building including Utility Connections and Protect Existing Building in Place.	Contractor	Construction
4	<b>Pacific Yachting</b>	Provide Temporary Building including Utility Connections and Protect Existing Building in Place.	Contractor	Construction
5	<b>Pacific Yachting Storage Shed (Beneath Span 3)</b>	Relocate into Temporary Location and Relocate to New Permanent location after Construction.	Contractor	Construction
6	<b>UCSC Storage Space (Beneath Span 2)</b>	Remove Fencing for Temporary Storage Area (Fenced Yard) and Reconstruct after Construction.	Contractor	Construction
7	<b>Santa Cruz Rowing Club Oar House</b>	Relocate into Temporary Location and Relocate to Original location after Construction.	Contractor	Construction
8	<b>Temporary Waste Oil Shed (SCPD)</b>	Relocate into Temporary Location and Relocate to Original location after Construction.	Contractor	Construction
9	<b>UCSC Storage Buildings/Shop</b>	Relocate into Temporary Location and Relocate to Original location after Construction.	Contractor	Construction
10	<b>Jet Float Remove/Storage/Replace (SCPD)</b>	Remove Jet Float out of Construction Zone, store it, and reset it after construction.	Others	Right of Way
11	<b>Dock - FF (SCPD)</b>	Remove portion of Dock F-F.	Others	Construction
12	<b>Dock FF - Gangway Construction (SCPD)</b>	Construct temporary new West Harbor Guest Dock.	Others	Construction
13	<b>Dock FF - Gangway Demolition (SCPD)</b>	Demolition of Dock, after Bridge Construction is Complete.	Others	Right of Way
14	<b>Dock BY - Salvage (SCPD)</b>	Salvage, store, and reconstruct after construction, two northern most slips from Dock BY.	Others	Right of Way

- NOTES:**
- Boats and kayaks to be relocated by Port District or others before applicable facility removal. See relocation plan.
  - ①, ⑩, ⑪, and ⑭ stored out of construction zone by Port District.
  - All facilities to be returned to existing locations unless noted.

- LEGEND:**
- XX— TEMPORARY FENCE
  - Ⓜ EXISTING LOCATION
  - # TEMPORARY LOCATION DURING CONSTRUCTION
  - [Cross-hatched] PORTION OF DOCK FF TO BE RECONSTRUCTED BY OTHERS
  - [Vertical lines] PORTION OF DOCK BY TO BE RECONSTRUCTED BY OTHERS
  - [Dotted] JET FLOAT SYSTEM TO BE REMOVED AND RESET BY OTHERS
  - [Diagonal lines] DOCK FF AND GANGWAY TO BE CONSTRUCTED AND REMOVED BY OTHERS

**95% SUBMITTAL  
NOT FOR CONSTRUCTION**

NOTE: THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL. **CD-8**

REGISTRED PROFESSIONAL ENGINEER  
 REGISTERED ENGINEER - CIVIL  
 No. \_\_\_\_\_  
 Exp. \_\_\_\_\_  
 CIVIL  
 STATE OF CALIFORNIA  
 TRC Engineers or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet

PREPARED FOR THE  
**CITY OF SANTA CRUZ**  
 PUBLIC WORKS DEPARTMENT

DESIGN	BY G. ARMSTRONG	CHECKED J. CONKLIN
DETAILS	BY A. BEDAL	CHECKED J. CONKLIN
QUANTITIES	BY	CHECKED
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0	1 2 3

**TRC**  
 MARK IMBRIANI  
 PROJECT MANAGER

BRIDGE NO. 36C0108
CONTRACT NO.
EA NO.

**MURRAY STREET BRIDGE  
 SEISMIC RETROFIT AND BARRIER REPLACEMENT  
 CONSTRUCTION DETAILS - PORT FACILITIES**

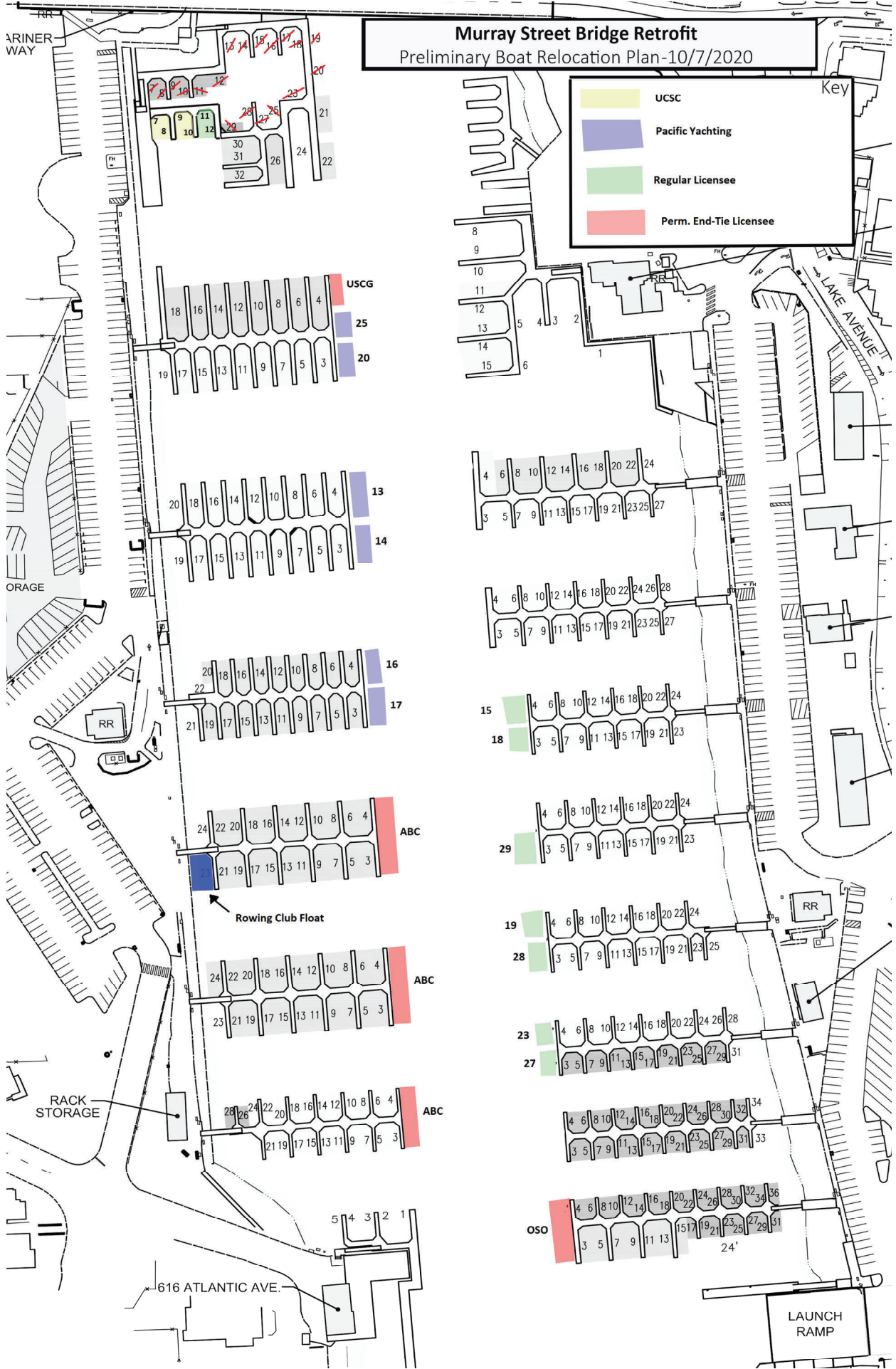
REVISION DATES (PRELIMINARY STAGE ONLY)

7/24/15	3/7/21	3/28/21	4/09/21
---------	--------	---------	---------

DISREGARD PRINTS BEARING EARLIER REVISION DATES

SCALE 1"=10'
SHEET 15 OF X
VAULT NO.
XXXXXXX 21

Drawing name: H:\1161 - Santa Cruz\Road\Sheets\008-CD01.dwg Layout Tab: CD-8 Port Facilities Apr 09, 2021 1:15pm gimbsen



**CITY OF SANTA CRUZ**  
**CERTIFICATE OF OCCUPANCY AND RECEIPT**  
**OF RELOCATION INFORMATION**  
RW 10-25 (REV 3/1996)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

5      Santa Cruz  
Dist      Co

\_\_\_\_\_      \_\_\_\_\_  
Parcel No.      Federal Project No.

To Relocation Advisor:

- I have received the City's Relocation Information Brochure and Information Letter.      Number of Occupants \_\_\_\_\_
- I will file my claim for any benefits due me in accordance with the instructions as set forth in the Brochure.       No person displaced
- I certify that the following information is true to the best of my knowledge.      I (We) first occupied the property (to be) acquired by the City on: \_\_\_\_\_

Occupant's Name: boater

Signature  
Owner/Tenant \_\_\_\_\_

Address: Port of Santa Cruz  
135 5<sup>th</sup> Avenue, FF Dock  
Santa Cruz, CA 95060

Date \_\_\_\_\_

I have personally verified the above occupancy and I certify possession of:

Date of City's first offer to acquire this property.  
\_\_\_\_\_

Bedroom(s) \_\_\_\_\_

Living room \_\_\_\_\_

Dining room \_\_\_\_\_

Den \_\_\_\_\_

Kitchen \_\_\_\_\_

Service porch \_\_\_\_\_

Garage \_\_\_\_\_

Other \_\_\_\_\_

Total room count \_\_\_\_\_

Non residential.

No personal property to be moved.

Personal property only; furniture owned by  
 Tenant       Owner.

\_\_\_\_\_  
Right of Way Agent



**CERTIFICATION CONCERNING LEGAL RESIDENCY IN THE UNITED STATES**

RW 10-44 (NEW 2/2001)

**PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

[Please read instructions below before completing this form.]

**File Ref:**

**RESIDENTIAL DISPLACED**

- a. Individual. I certify that I am (check one): a citizen of the United States \_\_\_\_; an alien lawfully present in the United States \_\_\_\_.
- b. Family. I certify that there are \_\_\_\_ persons in my household and that \_\_\_\_ are citizens of the United States, and \_\_\_\_ are aliens lawfully present in the United States.

**NON-RESIDENTIAL DISPLACED**

- c. Sole Proprietorship. I certify that I am (check one):  
I am a citizen of the United States \_\_\_\_; I am alien lawfully present in the United States \_\_\_\_; I am a non-U.S. citizen not present in the United States \_\_\_\_.  
  
The sole proprietor of \_\_\_\_ (name of business) is a citizen of the United States \_\_\_\_; is an alien lawfully present in the United States \_\_\_\_; a non-U.S. citizen not present in the United States \_\_\_\_.
- d. Partnership. I certify there are \_\_\_\_ partners in the partnership and that \_\_\_\_ are citizens of the United States, \_\_\_\_ are aliens lawfully present in the United States, and \_\_\_\_ are non-U.S. citizens not present in the United States
- e. Corporation. I certify that \_\_\_\_ (name of corporation) is established pursuant to State law and is authorized to conduct business in the United States.

I certify under penalty of perjury that the information provided above is correct.

Certification by: \_\_\_\_\_ Date: \_\_\_\_\_  
On behalf of (if applicable): \_\_\_\_\_

**Instructions:**

1. Please address only the category (individual, family, corporation, etc.) that describes your occupancy status.
2. For items "b" and "d" above, please fill in the correct number of persons.
3. The certification for a non-residential displacee may be signed by an owner or other person authorized to sign on that person's behalf.
4. Your signature on this (or the claim) form constitutes certification.
5. If the residency status of any person in the household or partner in the partnership is not described in these paragraphs, a reduction in the relocation payment(s) for which the displaced entity would otherwise be eligible may be indicated.
6. You may be required to refund relocation payments you have received if the above certification is determined to be invalid.

**CITY OF SANTA CRUZ**  
**NOTICE OF ELIGIBILITY . PERSONAL PROPERTY ONLY**  
10 EX-46 (REV 5/2012)

Date	File Reference APN
------	--------------------

boater  
add  
Santa Cruz, CA

Dear boater:

On (date), the City Of Santa Cruz made an offer to purchase the property identified as APN \*\*\*, located at 135 5<sup>th</sup> Avenue, Santa Cruz. It has been determined that you occupied a slip at FF Dock at the time of the offer and you may be the owner of certain personal property at the parcel to be acquired. As the owner of that personal property, you are entitled to certain relocation benefits under the City's Relocation Assistance Program. These benefits are outlined below.

1. **RELOCATION ADVISORY ASSISTANCE:** The City will help you find a new place to relocate your personal property and assist you in making arrangements to move your personal property from the property being required.
2. **MOVING AND RELATED EXPENSES:** You may be reimbursed the cost to relocate your personal property based on actual reasonable moving and related costs and reestablishment expenses as the City determines to be reasonable and necessary. The following moving expenses may be considered by the City:
  - a. Transportation of personal property limited to 50 miles or less. Distances beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified.
  - b. Packing, crating, unpacking, and uncrating of the personal property.
  - c. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated personal property.
  - d. Storage of the personal property not to **exceed 30 months**, unless the City determines that a longer period is necessary.
  - e. Insurance for the replacement value of the personal property in connection with the move and necessary storage.
  - f. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of your own, your agent, or your employee) where insurance covering such loss, theft, or damage is not reasonable available.
  - g. Other moving related expenses as the City determines to be reasonable and necessary.
  - h. Based on the provision of "low value/high bulk," the Department may determine that the cost of moving the property would be disproportionate to its value, in which case the move payment shall not exceed the amount which would be received if the property were sold at the site.

**CAUTION:** In order to qualify for reimbursement of the above-described expenses, you **MUST:**

- a. Provide the City with a updated list of the personal property to be moved at least thirty (30) days in advance of the start of your move;
- b. Notify the City at least fifteen (15) days in advance of the date of the start of your move or disposition of your property;
- c. Permit the City to monitor the move and make reasonable and timely inspections of the personal property at both the displacement and replacement sites.  
Failure to comply with any of the requirements may result in your losing part or all of your benefits.

You should also be aware that you are not entitled to payment, under the relocation regulations, for:

- The cost of moving any structure or other real property improvement in which you reserved ownership;
- Interest on a loan to cover moving expenses;
- Personal injury.

You may move either by commercial mover or take full responsibility for all or part of the move. If you elect a "self-move," the City must first obtain at least two (2) acceptable bids or estimates.

If you lease or rent from the City, failure to pay necessary rental payments to the City may reduce the relocation payment which you will receive.

Moving and related payments are not considered as income for the purposes of personal income tax laws. Furthermore, these payments are not considered income or resources to recipients of public assistance. Relocation payments are normally made within sixty (60) days of the date that your completed claim is received by the City.

You will be given at least 90 days written notice before you will be required to move the personal items from the property.

It is important that you understand the matters explained above which relate to your eligibility. If at any time you want assistance, please contact me by writing, telephoning, or visiting me at the address listed below.

The Uniform Act provides that a person may appeal to the head of the responsible City if the person believes that the City has failed to properly determine the person's eligibility or the amount of the payment authorized by the Uniform Act. You have the right to be represented by legal counsel at your own expense but their presence is not required. If you still believe a proper determination has not been made by the Relocation Appeals Board, you may seek judicial review. You may submit an appeal in writing to: City of Santa Cruz, \*\*ADD\*\* Street, Santa Cruz, California .

Displacees not lawfully present in the United States are ineligible for relocation payments and assistance. Certification of legal U.S. residency status must be on file with the City for all household members in order to receive benefits.

\_\_\_\_\_  
Bill Silver  
Relocation Agent

BENDER ROSENTHAL INC.  
4400 Auburn Boulevard, Suite 102  
Sacramento, CA 95841

707- 745-4147

**ACKNOWLEDGMENT**

I was personally contacted by the above agent for the City of Santa Cruz. I have had the services and entitlements available explained to me. I was further advised that the City of Santa Cruz Relocation Assistance Program is available to assist me if any questions arise or as assistance is needed. I have been given a copy of this form letter.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Occupant



**CITY OF SANTA CRUZ**  
**90-DAY INFORMATION NOTICE - NONRESIDENTIAL OCCUPANT**

WCS 10-19 (REV 11/2009)

DATE:	DIST 5	CO: Santa Cruz	MP	EXP AUTH
			RTE	PARCEL APN

boater  
 add  
 add

Dear boater:

The City of Santa Cruz (City) will soon require the property which you are occupying for construction of the Murray Street Bridge Retrofit Project. It will not be necessary for you to vacate immediately. You will have at least 60 days after you receive this notice before we will serve a formal "30-Day Specific Notice."

This letter is being given so you will have ample time to find a new place to move your personal property. If you need assistance in finding a replacement property, you may reach me at the telephone number or mailing address shown below.

It will be at least 60 days before you receive a Notice to Vacate the property. The notice will contain a specific date on which the City will require you to move from the property.

\_\_\_\_\_  
 Relocation Agent

BENDER ROSENTHAL INC.  
 4400 Auburn Boulevard, Suite 102  
 Sacramento, CA 95841  
 916-978-4900

**ACKNOWLEDGMENT**

I was personally contacted by the above Relocation Agent for the City of Santa Cruz. I have had the available services and entitlements explained to me. I have been advised that the City of Santa Cruz's Relocation Services Section will be available to assist me if any questions arise or assistance is needed. I have been given a copy of this form letter.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Occupant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Occupant

**ADA Notice** For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

**CITY OF SANTA CRUZ**  
**CLAIM FOR RELOCATION ASSISTANCE - NONRESIDENTIAL**  
RW 10-30 (REV 9/2003)

DATE Month , 2016 DIST 5 CO: Santa Cruz MP \_\_\_ EXP AUTH \_\_\_\_\_

**PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

**ALL CLAIMS MUST BE FILED WITHIN 18 MONTHS AFTER:**

- (a) For tenants, the date of displacement; or
- (b) For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.

DISPLACEE (sole proprietor, corporate officer, or all partners):	Date Vacated Displacement Property: _____ Date Occupied Replacement Property: _____ Final Date to file all Claims: _____
DISPLACEMENT PROPERTY ADDRESS: FF Dock, slip ** 135 5 <sup>th</sup> Avenue, Santa Cruz, CA 95060	REPLACEMENT PROPERTY ADDRESS:  (TBD)

- A. Nonresidential Expenses (Supporting documentation attached)
- |                                                                                       |           |
|---------------------------------------------------------------------------------------|-----------|
| 1. Transportation of personalty (including packing, crating, unpacking and uncrating) | \$ 475.00 |
| 2. Dismantling, disconnecting, modification, reassembly and reinstallation            | \$ _____  |
| 3. Utility and Service line reconnection (including telephone)                        | \$ _____  |
| 4. Modifications to personalty                                                        | \$ _____  |
| 5. Physical changes at the replacement property to accommodate the personalty         | \$ _____  |
| 6. Storage for _____ months (requires preapproval)                                    | \$ _____  |
| 7. Replacement Value insurance and/or damaged, lost or stolen property                | \$ _____  |
| 8. Licenses, permits and certifications fees for the business operation               | \$ _____  |
| 9. Professional services                                                              | \$ _____  |
| 10. Stationery: Relettering and reprinting existing stock                             | \$ _____  |
| 11. Loss of tangible personal property/substitute property                            | \$ _____  |
| 12. Cost to sell personal property not relocated                                      | \$ _____  |
| 13. Purchase of substitute property                                                   | \$ _____  |
| 14. Search fees (\$2,500 maximum)                                                     | \$ _____  |
| 15. Self-Move (per attached Self-Move Agreement)                                      | \$ _____  |

- B. Nonresidential Reestablishment\* Expenses (Maximum \$10,000 for Items B1 through B12)  
(Supporting documentation attached)
- |                                                                                                                                                                                      |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Repairs or improvements required by law, code or ordinance                                                                                                                        | \$ _____ |
| 2. Modifications to accommodate the business operation.                                                                                                                              | \$ _____ |
| 3. Exterior signing to advertise the business.                                                                                                                                       | \$ _____ |
| 4. Extending utilities from the right of way line to improvements                                                                                                                    | \$ _____ |
| 5. Redecoration or replacement of soiled or worn surfaces.                                                                                                                           | \$ _____ |
| 6. License, fees and permits not paid as moving expenses                                                                                                                             | \$ _____ |
| 7. Feasibility surveys, soil testing and marketing studies                                                                                                                           | \$ _____ |
| 8. Advertisement of replacement location.                                                                                                                                            | \$ _____ |
| 9. Professional services for purchase/lease of replacement                                                                                                                           | \$ _____ |
| 10. Estimated increased costs of operation during the first two years at the replacement site for lease or rental charges, taxes, insurance, utility charges (excluding impact fees) | \$ _____ |
| 11. Impact fees or one-time assessments for anticipated heavy utility usage.                                                                                                         | \$ _____ |
| 12. Other items considered essential for reestablishment:                                                                                                                            | \$ _____ |

TOTAL CLAIM \$ 475.00

\*Small Business, Farm, Nonprofit, or Non-Occupant Owner who leases space to another

**CITY OF SANTA CRUZ**  
**CLAIM FOR RELOCATION ASSISTANCE – NONRESIDENTIAL**  
RW 10-30 (REV 9/2003)

---

OR in lieu of A and B above (tax records verified by agent and returned to displacee)

In-Lieu Payment based on average annual net earnings for :

Tax Year \_\_\_\_\_ for \$ \_\_\_\_\_ and Tax Year \_\_\_\_\_ for \$ \_\_\_\_\_ . \$ N/A

I/WE CERTIFY that I/we have not submitted any other claim for, or received reimbursement or compensation for, any item of expense in this claim from the City of Santa Cruz, nor from any other public agency or private company, and that I/we will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I/we further certify that all information submitted herewith or included herein is true and correct. I/we understand that only lawful U.S. residents are entitled to claim relocation benefits. I/we understand that, in addition to the penalty provided by Penal Code Section 72, falsification of any item in this claim as submitted herewith may result in forfeiture of the entire claim.

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S)

I CERTIFY that I examined this claim and substantial documentation and found it to conform to the applicable provisions of State and Federal law and the Code of Federal Regulations, Title 49, Part 24. This claim is approved for a moving payment of \$ 475.00 for eligible moving, moving related and reestablishment expenses (not to exceed \$10,000), or for an in-lieu payment of \$ N/A.

DATE \_\_\_\_\_

\_\_\_\_\_  
RAP SENIOR SIGNATURE

## Your Rights Under Title VI of the Civil Rights Act of 1964

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."



U.S. Department of Justice  
Civil Rights Division  
P.O. Box 66560  
Washington, D.C. 20035-6560

*"Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination."*  
(President John F. Kennedy, in his message calling for the enactment of Title VI, 1963).

### **What is Title VI?**

Title VI of the Civil Rights Act of 1964 is the Federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive Federal financial assistance.

### **What programs are covered by Title VI?**

Approximately 30 Federal agencies provide

### **How can I file a discrimination complaint?**

Each Federal agency that provides Federal financial assistance is responsible for investigating complaints of discrimination on the basis of race, color, or national origin in the use of its funds. If you believe that you or others protected by Title VI have been discriminated against, you may file a complaint with the Federal agency that provides funds for the program where you believe the discrimination is occurring.

A signed, written complaint should be filed with the appropriate Federal agency, generally within 180 days of the date of the alleged discrimination. It should describe:

- Your name, address, and telephone number. Your complaint must be signed. If you are filing on behalf of another person, include your name, address, telephone number, and your relation to that person (e.g., friend, attorney, parent, etc.)
- The name and address of the agency, institution, or department you believe discriminated against you.
- How, why, and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Include names of individuals whom you allege discriminated against you, if you know them.
- The names of any persons, if known, that the investigating agency could contact for additional information to support or clarify your allegations.

### **What will the Federal agency do with my complaint?**

Once a complaint is filed, it will be reviewed by the agency to determine whether it has jurisdiction to investigate the issues you have raised. Each agency's procedures are

Federal financial assistance in the form of funds, training, and technical and other assistance to State and local governments, and non-profit and private organizations. These recipients of Federal assistance, in turn, operate programs and deliver benefits and services to individuals (known as "beneficiaries") to achieve the goals of the Federal legislation that authorizes the programs.

Federally assisted programs address such broad and diverse areas as:

- elementary, secondary, and higher education
- health care, social services, and public welfare
- public transportation
- parks and recreation
- natural resources and the environment
- employment and job training
- housing and community development
- law enforcement and the administration of justice
- agriculture and nutrition

***What discrimination is prohibited by Title VI?*** There are many forms of illegal discrimination based on race, color, or national origin that can limit the opportunity of minorities to gain equal access to services and programs. Among other things, in operating a federally assisted program, a recipient cannot, on the basis of race, color, or national origin, either directly or through contractual means:

- Deny program services, aids, or benefits;
- Provide a different service, aid, or benefit, or provide them in a manner different than they are provided to others; or
- Segregate or separately treat individuals in any manner related to the receipt of any service, aid, or benefit.

different, but an agency generally will investigate your allegations and attempt to resolve violations it has found. If negotiations to correct a violation are unsuccessful, enforcement proceedings may be instituted.

### ***What is the Department of Justice's Role?***

The Department of Justice, under Executive Order 12250, coordinates the enforcement of Title VI and related statutes by all agencies that administer federally assisted programs.

If you cannot determine what Federal agency may have Title VI jurisdiction, or if you do not know where to send your complaint, you may send it to the Department of Justice. As the government-wide Title VI "clearinghouse," the Department of Justice will refer your complaint to the appropriate agency. The address is:

Coordination and Review Section NWB  
Civil Rights Division  
U.S. Department of Justice  
Pennsylvania Ave NW  
Washington, D.C. 20530  
(202) 307-2222 (voice)  
(202)307-2678 (TDD)

### ***What if the recipient retaliates against me for asserting my rights or filing a complaint?***

You should be aware that a recipient is prohibited from retaliating against you or any person because he or she opposed an unlawful policy or practice, or made charges, testified, or participated in any complaint action under Title VI. If you believe that you have been retaliated against, you should immediately contact the Federal agency with authority to investigate your complaint.

EXHIBIT \_\_

PERMANENT EASEMENT

SANTA CRUZ PORT DISTRICT

to the

CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary the following courses:

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 56" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeastery to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence along said boundary
15. N 30° 37' 21" W, a distance of 48.88 feet, to an angle point on the Southerly boundary ; thence along the Southerly, Easterly, Northerly and Westerly boundaries
16. N 84° 52' 39" E, a distance of 24.85 feet, to an angle point; thence
17. N 05° 07' 21" W, a distance of 55.00 feet, to an angle point; thence
18. S 84° 52' 39" W, a distance of 134.18 feet, to an angle point at the Northwest corner of said parcel, designated Point "A" for reference; thence
19. S 30° 37' 21" E, a distance of 4.74 feet, to an angle point; thence leaving said boundary
20. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
21. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
22. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
23. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
24. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence

25. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point, (Point "B" at 217.16 feet) thence
26. S 86° 14' 54" W, a distance of 78.36 feet, to an angle point; thence
27. S 05° 13' 10" E, a distance of 48.39 feet, to an angle point at the Northwesterly corner of said Parcel B of the lands of U.S.A.; thence along the Northerly boundary of said lands
28. S 88° 40' 40" E, a distance of 67.92 feet, to an angle point at the Northeast corner of said land; thence along the Easterly boundary of said land
29. S 04° 33' 44" E, a distance of 1.50 feet, to the Point of Beginning.

Contains 37,657 sq. ft., a little more or less

A.P.N. 010-262-70 (Portion), 010-311-08 (Portion), and 010-311-02

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in February, 2021.



A handwritten signature in blue ink, appearing to read "Rob Dewitt".

April 9, 2021

4431 PE SCPD to CITY









EXHIBIT \_\_  
TEMPORARY CONSTRUCTION EASEMENTS  
SANTA CRUZ PORT DISTRICT  
to the  
CITY OF SANTA CRUZ

SITUATE in the City of Santa Cruz, County of Santa Cruz, State of California; and

BEING a portion of the lands granted by the State of California to the Santa Cruz Port District, by Grant Deed dated May 21, 1974, recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County; and

BEING portions of Parcels 61, 62, 65, 6, and 48 as described in said Grant Deed, and being more particularly described as follows:

BEGINNING at a point on the Easterly boundary of Parcel B the lands granted to the United States of America by Grant Deed recorded in Volume 2522, at Page 248, Official Records of Santa Cruz County, also being a point on the Westerly boundary of said lands granted to the Santa Cruz Port District; from which said point of beginning the Northeasterly corner of said Parcel B bears North 04° 33' 44" West, 1.50 feet distant; thence leaving said Westerly boundary and continuing along the Southerly line of the Permanent Easement, Santa Cruz Port District to the City of Santa Cruz, the following courses:

**S C PORT TCE ONE:**

1. S 88° 42' 04" E, a distance of 204.14 feet, to an angle point; thence
2. S 01° 17' 56" W, a distance of 1.00 feet, to an angle point; thence
3. S 88° 42' 04" E, a distance of 10.00 feet, to an angle point; thence
4. N 01° 17' 56" E, a distance of 1.00 feet, to an angle point; thence
5. S 88° 42' 04" E, a distance of 166.00 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. S 88° 42' 04" E, a distance of 17.00 feet, to an angle point; thence
8. N 01° 17' 53" E, a distance of 9.41 feet, to an angle point; thence
9. S 88° 42' 01" E, a distance of 54.69 feet, to an angle point; thence
10. S 01° 04' 40" W, a distance of 3.90 feet, to an angle point; thence
11. S 88° 42' 04" E, a distance of 10.62 feet, to the beginning of a tangent curve Southeasterly to the right
12. Of radius 386.51 feet, through a central angle of 10° 32' 59", for an arc length of 71.17 feet, thence
13. S 78° 09' 05" E, a distance of 5.76 feet, to an angle point; thence
14. S 63° 05' 00" E, a distance of 27.31 feet, to an angle point on the Easterly boundary of said lands of the Santa Cruz Port District; thence leaving the Southerly boundary of said Permanent Easement and continuing along said Easterly boundary
15. S 30° 37' 21" E, a distance of 31.59 feet, to an angle point; thence leaving said Easterly boundary and continuing

16. S 80° 04' 08" W, a distance of 147.06 feet, to an angle point; thence
17. S 88° 45' 09" W, a distance of 68.69 feet, to an angle point; thence
18. N 88° 59' 41" W, a distance of 155.03 feet, to an angle point; thence
19. S 85° 38' 06" W, a distance of 65.64 feet, to an angle point; thence
20. S 05° 20' 31" W, a distance of 36.35 feet, to an angle point; thence
21. S 85° 09' 16" W, a distance of 122.28 feet, to an angle point; thence
22. N 04° 18' 57" W, a distance of 107.97 feet. to an angle point; thence
23. N 86° 05' 38" W, a distance of 16.00 feet, to an angle point on the Westerly boundary of said lands of the United States of America; thence along said Easterly boundary
24. N 04° 33' 44" W, a distance of 30.33 feet: to the Point of Beginning

Contains 48,431 sq. ft., a little more or less

A.P.N. 010-262-70 (Portion) and 010-311-08 (Portion)

**S C PORT TCE TWO:**

BEGINNING at the Northwest corner of said Parcel 48 as described in the Grant Deed recorded in Volume 2412, at Page 273, Official Records of Santa Cruz County, designated as POINT "A" in the description of the Permanent Easement grant to the City of Santa Cruz; thence along the Westerly boundary of said Parcel 48

1. S 30° 37' 21" E, a distance of 4.74 feet to an angle point; thence leaving said Westerly boundary and continuing along the Northerly boundary of said Permanent Easement
2. N 88° 42' 04" W, a distance of 28.25 feet, to an angle point; thence
3. N 01° 17' 52" E, a distance of 8.56 feet, to an angle point; thence
4. N 78° 42' 25" W, a distance of 5.40 feet, to an angle point; thence
5. N 88° 42' 04" W, a distance of 11.68 feet, to an angle point; thence
6. S 01° 17' 56" W, a distance of 9.50 feet, to an angle point; thence
7. N 88° 42' 04" W, a distance of 375.65 feet, to an angle point hereinafter designated as Point "B"; thence leaving said Northerly boundary of said Permanent Easement and continuing
8. N 86° 14' 54" E, a distance of 44.69 feet, to an angle point; thence
9. N 26° 56' 40" W, a distance of 4.94 feet, to an angle point; thence
10. N 89° 18' 20" E, a distance of 107.62 feet, to a point hereinafter designated as Point "C"; thence
11. N 01° 49' 01" E, a distance of 53.64 feet, to an angle point; thence
12. S 86° 44' 22" E, a distance of 7.93 feet, to an angle point; thence
13. N 02° 37' 36" E, a distance of 24.33 feet, to an angle point; thence
14. S 87° 01' 30" E, a distance of 10.41 feet, to an angle point; thence
15. N 04° 27' 46" E, a distance of 18.87 feet, to an angle point; thence
16. S 87° 42' 26" E, a distance of 16.22 feet, to an angle point; thence
17. S 01° 50' 15" W, a distance of 94.70 feet, to an angle point; thence
18. N 89° 18' 20" E, a distance of 150.77 feet, to an angle point; thence
19. S 70° 42' 25" E, a distance of 83.50 feet, to the Point of Beginning.

Contains 7,650 sq. ft., a little more or less

A.P.N. 011-181-02 (Portion) and 011-181-03 (Portion)

The basis of bearings of this description is Zone 3 of the California Coordinate System, Grid North.

Description prepared by Hogan Land Services, Inc., Soquel, California, in March, 2021.



A handwritten signature in blue ink, appearing to read "Rob DeWitt".

April 9, 2021

4431 TCE SCPD to CITY







# MURRAY STREET BRIDGE REHABILITATION PRESENTATION TO:



***PORT DISTRICT COMMISSIONERS  
MARCH 25, 2021***

**PREVIOUS DESIGNS BY THIS TEAM  
SAN LORENZO RIVER PEDESTRIAN/BIKE BRIDGE**





# WATER STREET BRIDGE REHABILITATION

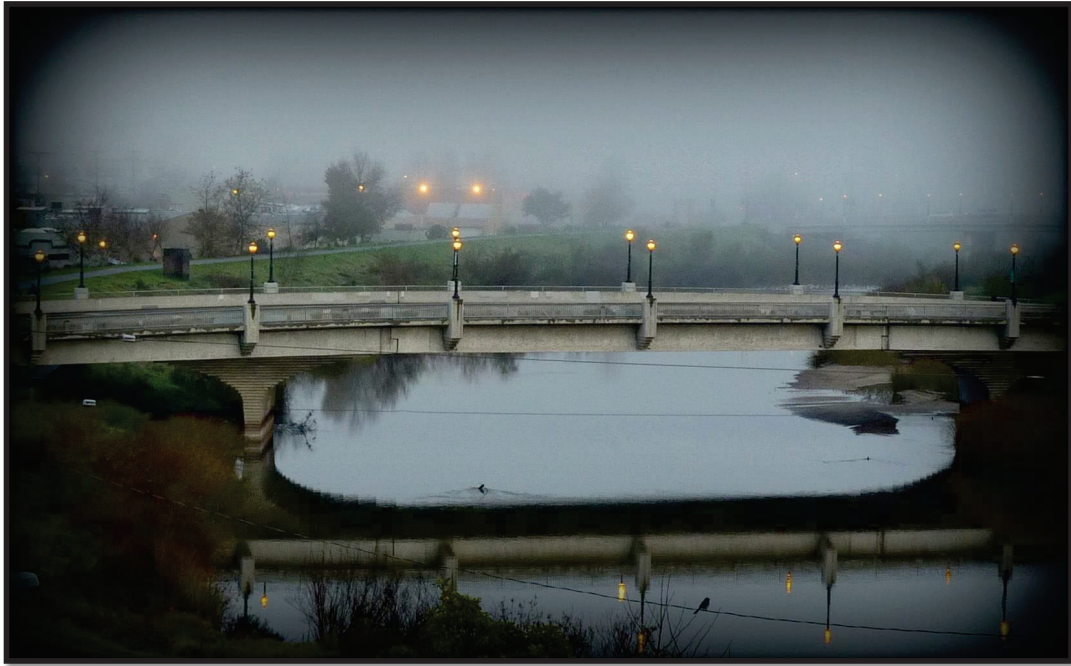


# SOQUEL AVENUE BRIDGE REPLACEMENT





# LAUREL/BROADWAY BRIDGE RETROFIT



# BRANCIFORTE CREEK BIKE/PED BRIDGE



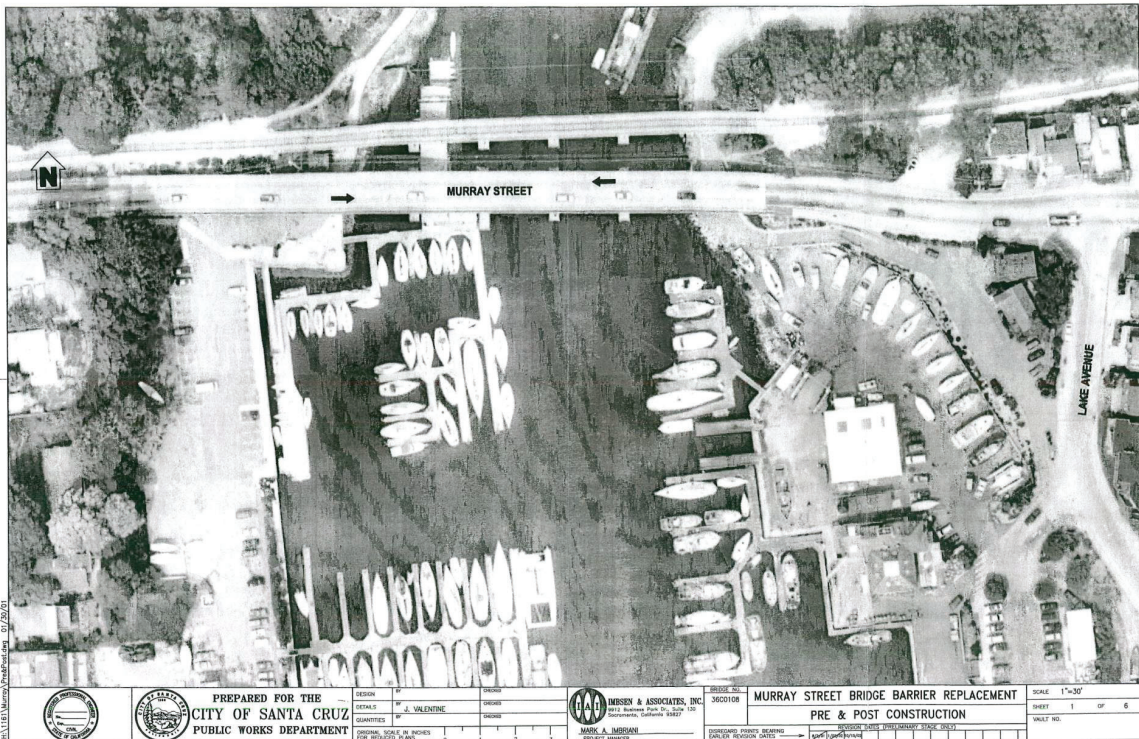


# MARKET ST., WATER ST., E. CLIFF DRIVE SEISMIC RETROFITS



7

## AERIAL VIEW



# PROJECT NEED AND PURPOSE

- STATE-MANDATED SEISMIC SAFETY PROGRAM
  - RETROFIT VULNERABLE BRIDGE
- PROVIDE SAFETY FOR MOTORISTS, CYCLISTS, PEDESTRIANS
  - WIDEN STRUCTURE TO STANDARDS
- UPGRADE OTHER ELEMENTS
  - BRIDGE RAILINGS
  - DECK OVERLAY
  - SCOUR REPAIR
  - CONVEY COUNTY SSFM



## PROJECT GOALS

- UPGRADE BRIDGE TO CURRENT STANDARDS
- MAINTAIN HARBOR ACCESS AND OPERATIONS
- PROVIDE FOR SAFETY OF PERSONS AND PROPERTY
- MINIMIZE BUSINESS IMPACTS
- MAINTAIN SEWER





# PROJECT GOALS

- PROTECT ENVIRONMENT – FISH, MARINE MAMMALS
- ACHIEVE ADA COMPLIANCE
- MEET AGENCY PERMIT REQUIREMENTS
- WORK AROUND LIMITED SLIP CAPACITY



## VIEW LOOKING WEST



# EAST APPROACH VIEW



# WEST HARBOR VIEW





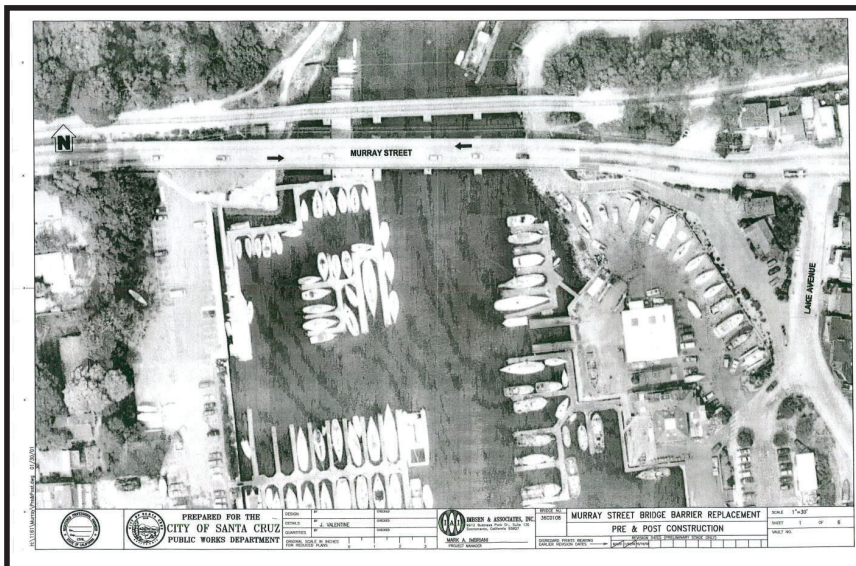
# EAST HARBOR VIEW



15

# COAST GUARD/OPERATIONAL WATERWAY

- MAINTAIN TWO OPEN WATERWAYS
- MAINTAIN CLEARANCES

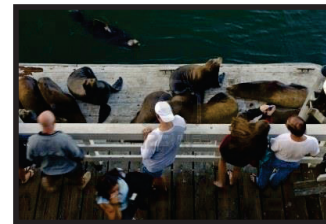


# ENVIRONMENTAL CONSTRAINTS

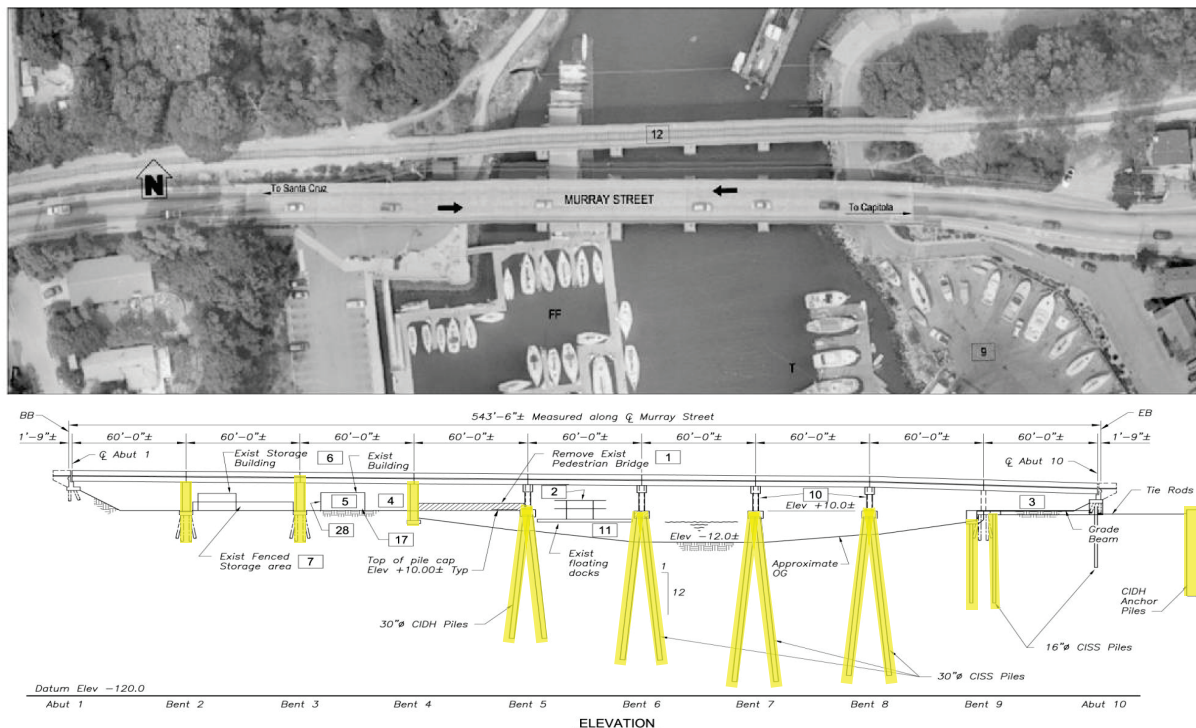
- S. STRELOW – CONSULTANT
- WATER QUALITY – BMPs
- STEELHEAD – DFG
- MARINE MAMMALS
- US ARMY COE
- COASTAL COMMISSION
- PERMITS SECURED: RWQCB, COE, CDFW



US Army Corps of Engineers®

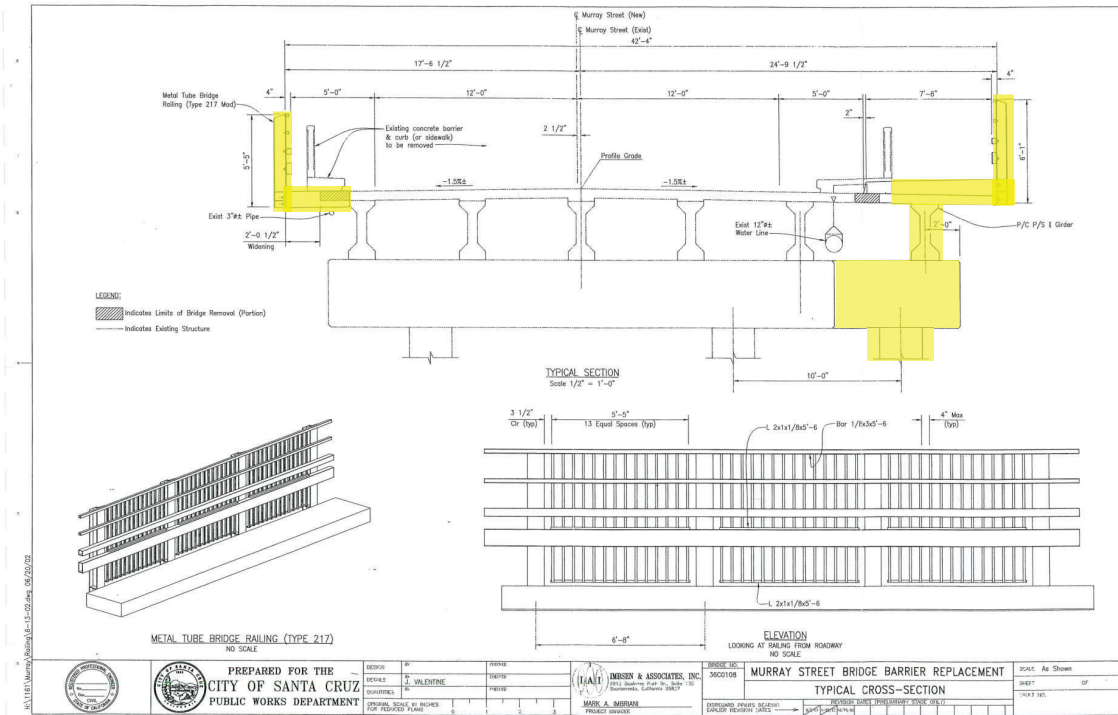


# FOUNDATION STRENGTHENING





# BARRIER REPLACEMENT/WIDENING



# PILE INSTALLATION





# BRIDGE GIRDER PLACEMENT



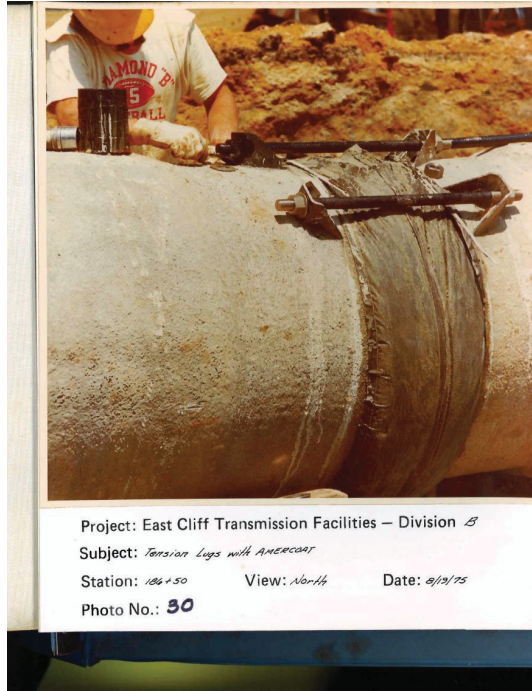
# SEWER CONFLICT



Project: East Cliff Transmission Facilities – Division B  
Subject: *Placing 30" CC in Harbor*  
Station: 186+50 View: East Date: 4/20/75  
Photo No.: 31



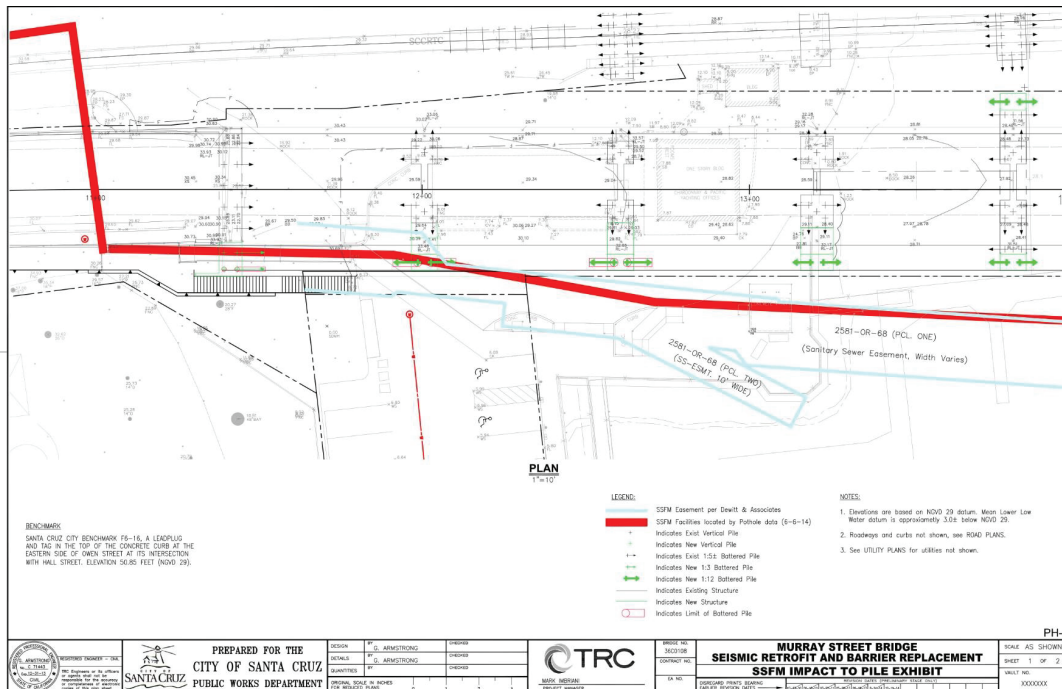
# SEWER CONFLICT



Project: East Cliff Transmission Facilities – Division 5  
 Subject: Tension Legs with Amercoat  
 Station: 186+50 View: North Date: 4/19/75  
 Photo No.: 30



# SEWER CONFLICT



	PREPARED FOR THE <b>CITY OF SANTA CRUZ</b> PUBLIC WORKS DEPARTMENT	DESIGN: P. G. ARMSTRONG CHECKED: P. G. ARMSTRONG QUANTITIES: [blank] REVISIONS: [blank]	DRAWING NO.: [blank] SHEET: [blank] OF [blank]		PROJECT: MURRAY STREET BRIDGE SEISMIC RETROFIT AND BARRIER REPLACEMENT SSFM IMPACT TO PILE EXHIBIT	SCALE: AS SHOWN SHEET: 1 OF 2 DRAWN NO.: [blank]
	PROJECT NUMBER: [blank]			DATE: [blank]	DRAWING NO.: [blank]	SCALE: AS SHOWN





# NEW SEWER ON BRIDGE



# NEW SEWER ON BRIDGE

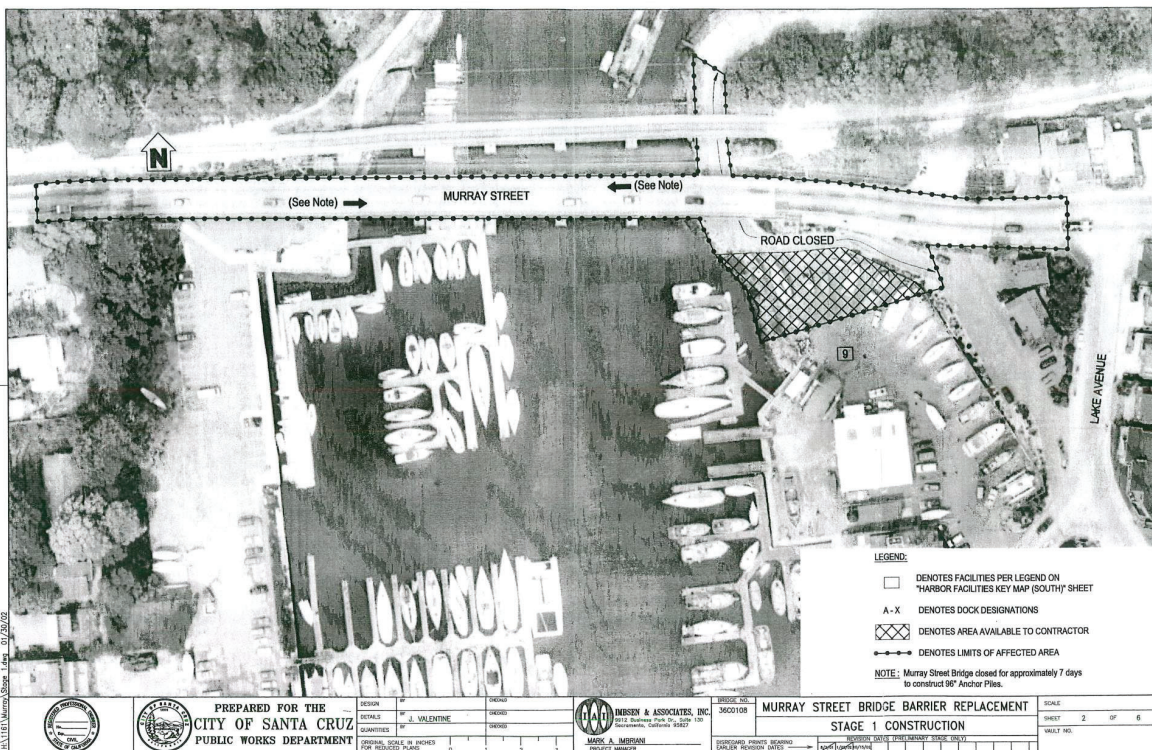


# STAGE CONSTRUCTION – 5 STAGES

- SEE 5 EXHIBITS
- STAGES ARE INTERCHANGEABLE IN TIME
- MINIMIZE TIME OF DISRUPTION
- MINIMIZE NUMBER OF DISRUPTTEES
- ALLOW VESSEL RELOCATION
- SAFETY
- PROVIDE WATERWAY ACCESS TO NORTH HARBOR
- UTILIZE IN-WATER WORK WINDOWS

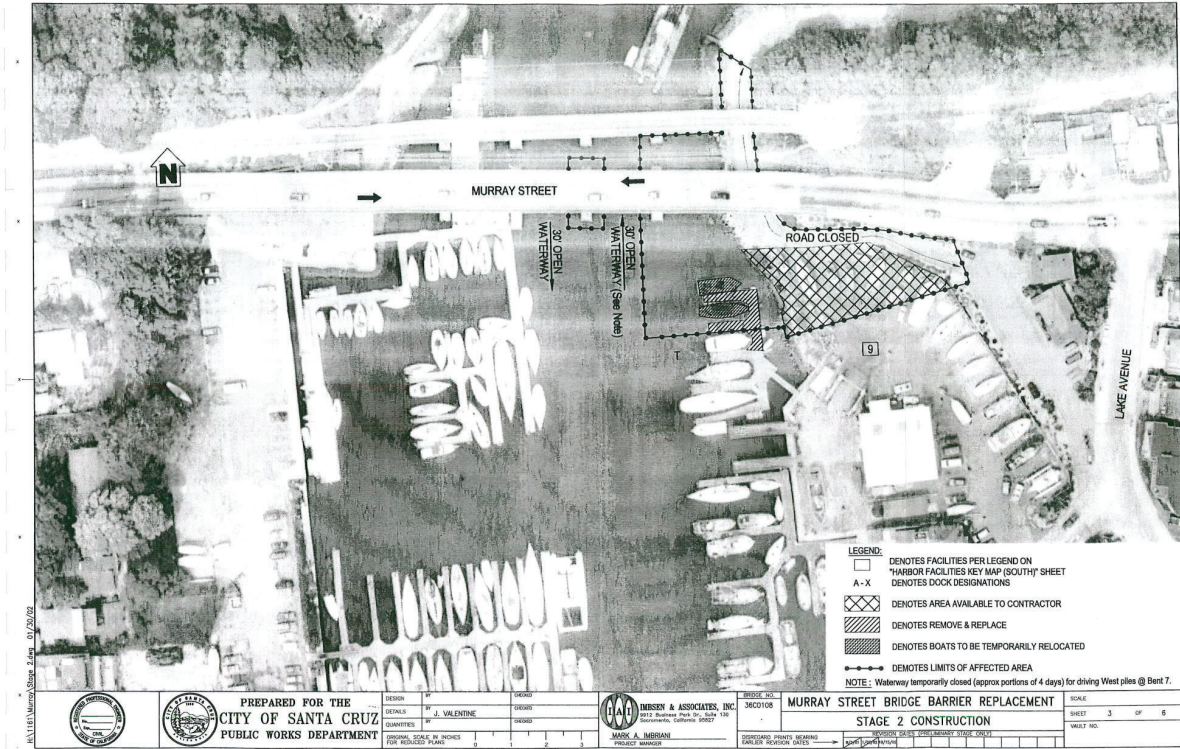


## STAGE 1

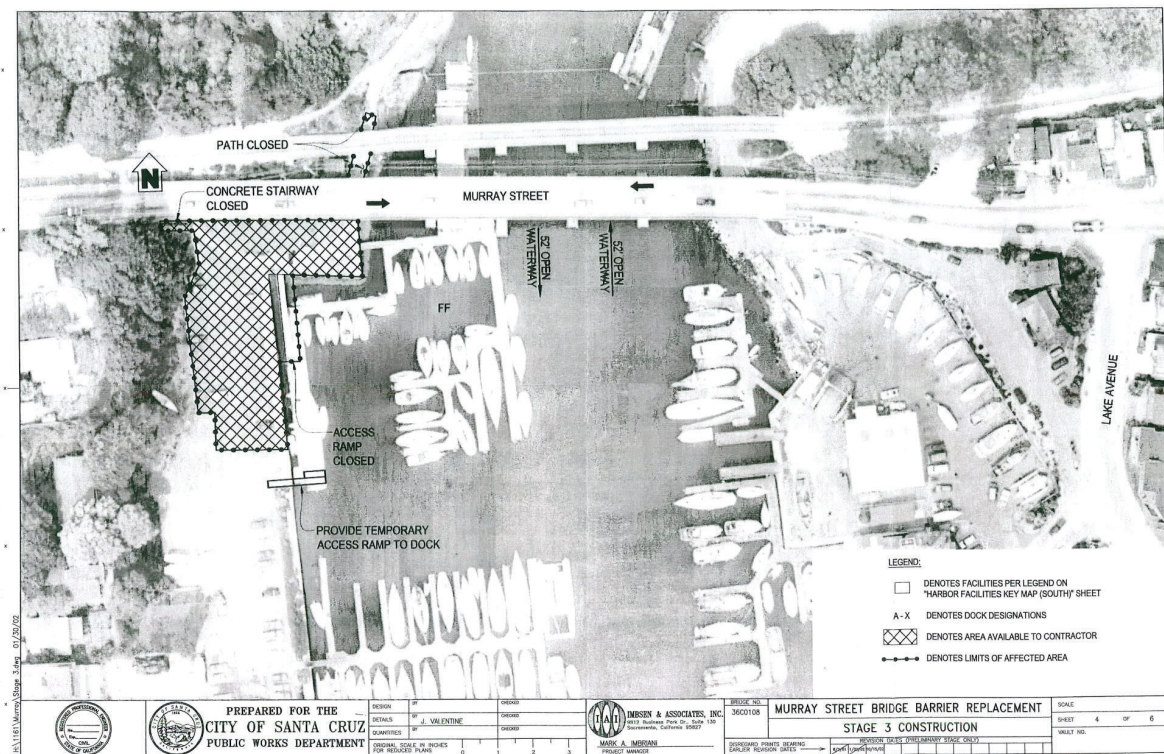




# STAGE 2

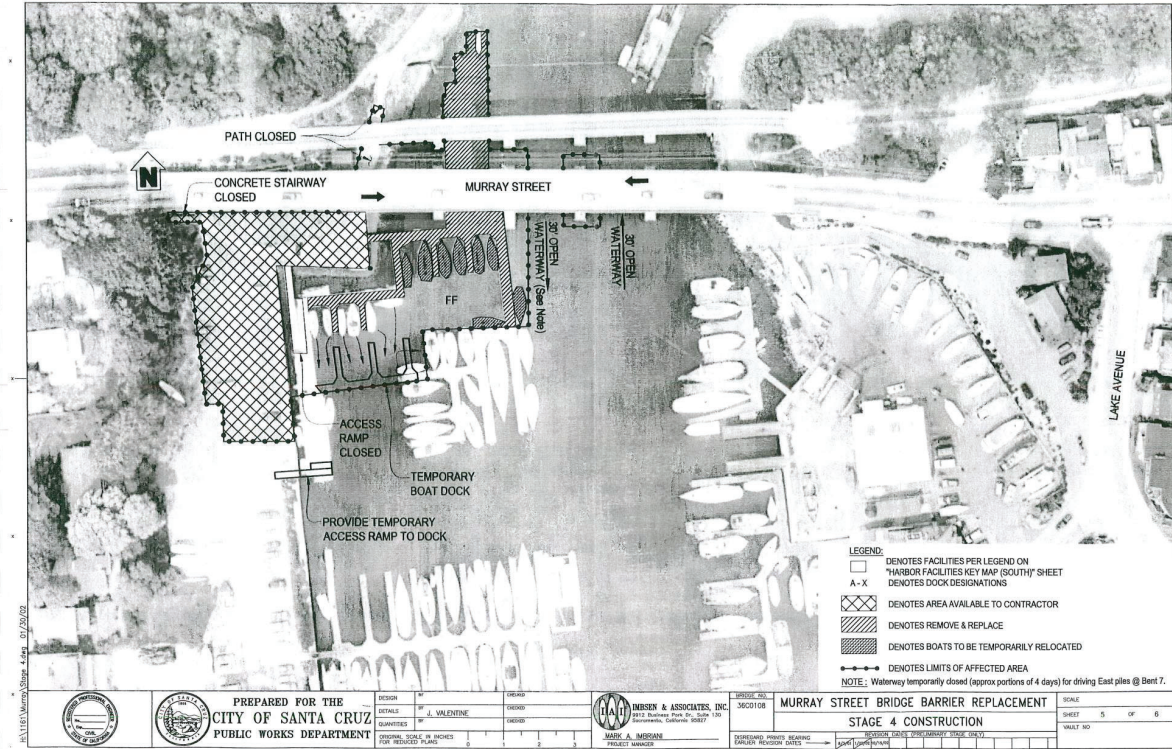


# STAGE 3

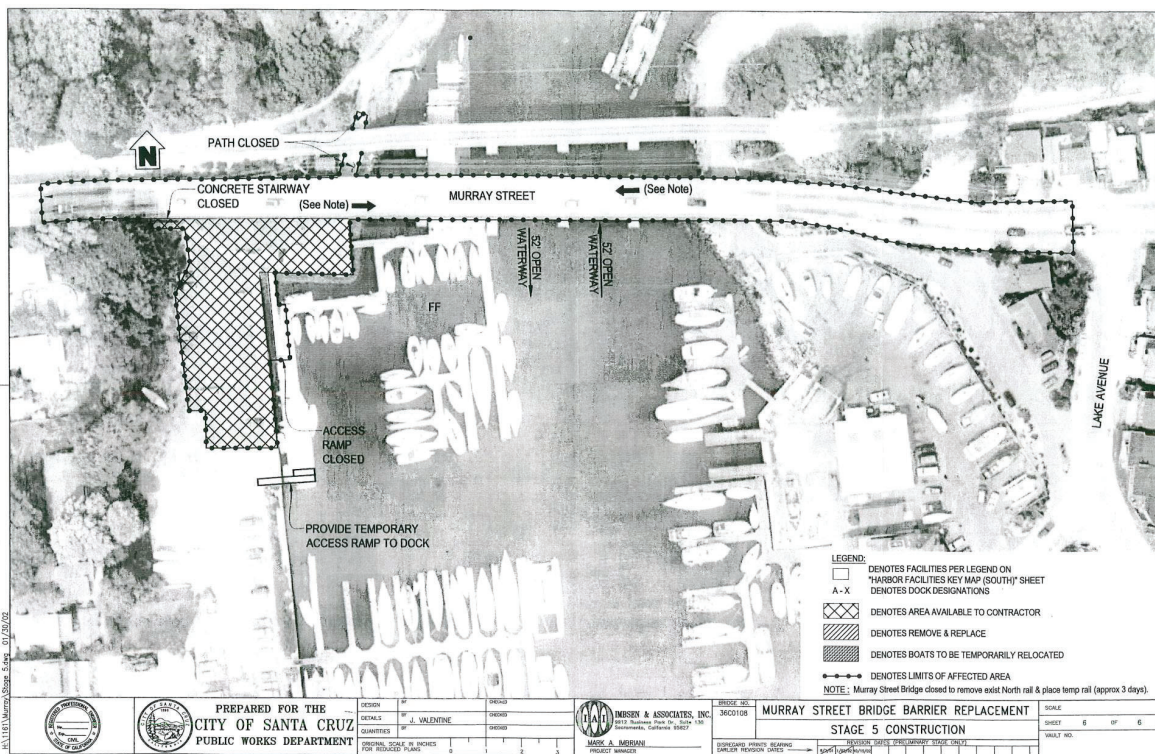




# STAGE 4



# STAGE 5



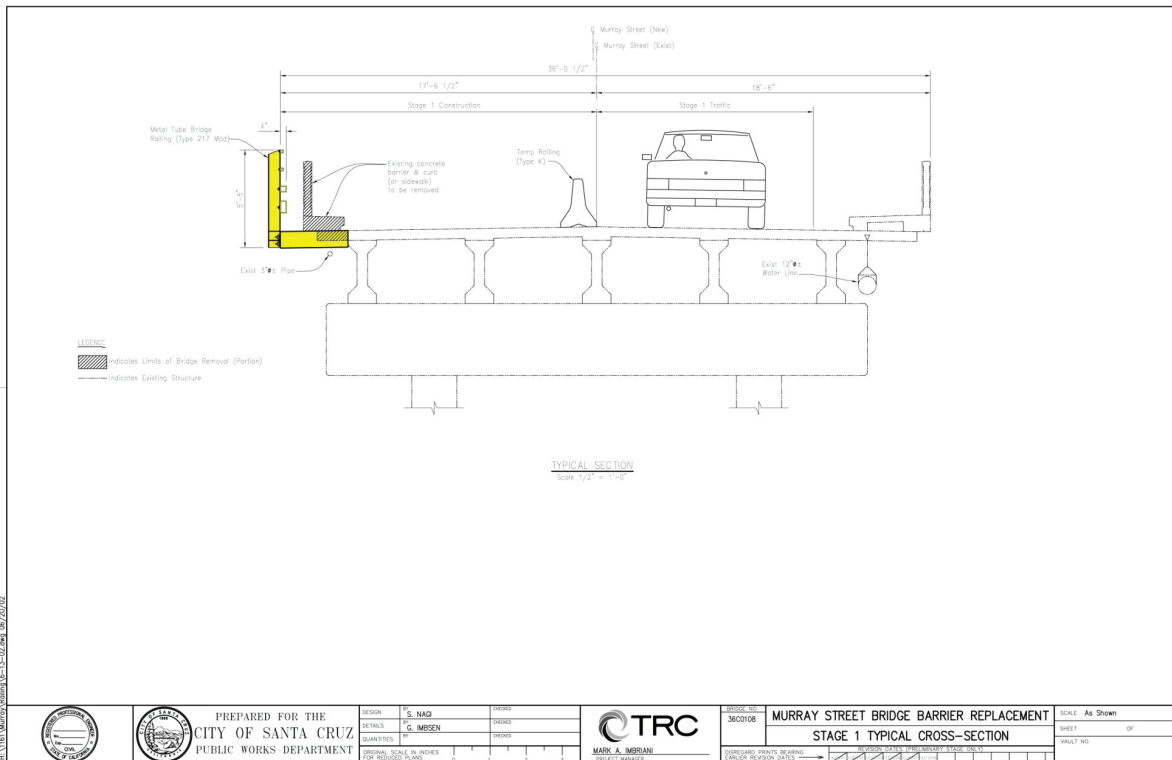
# TRAFFIC CONTROL

- ONE-LANE ON MURRAY DURING CERTAIN OPERATIONS
- LIMIT TO 2-WEEKS EACH SIDE OF BRIDGE
- TRAFFIC SIGNAL CONTROLLED



33

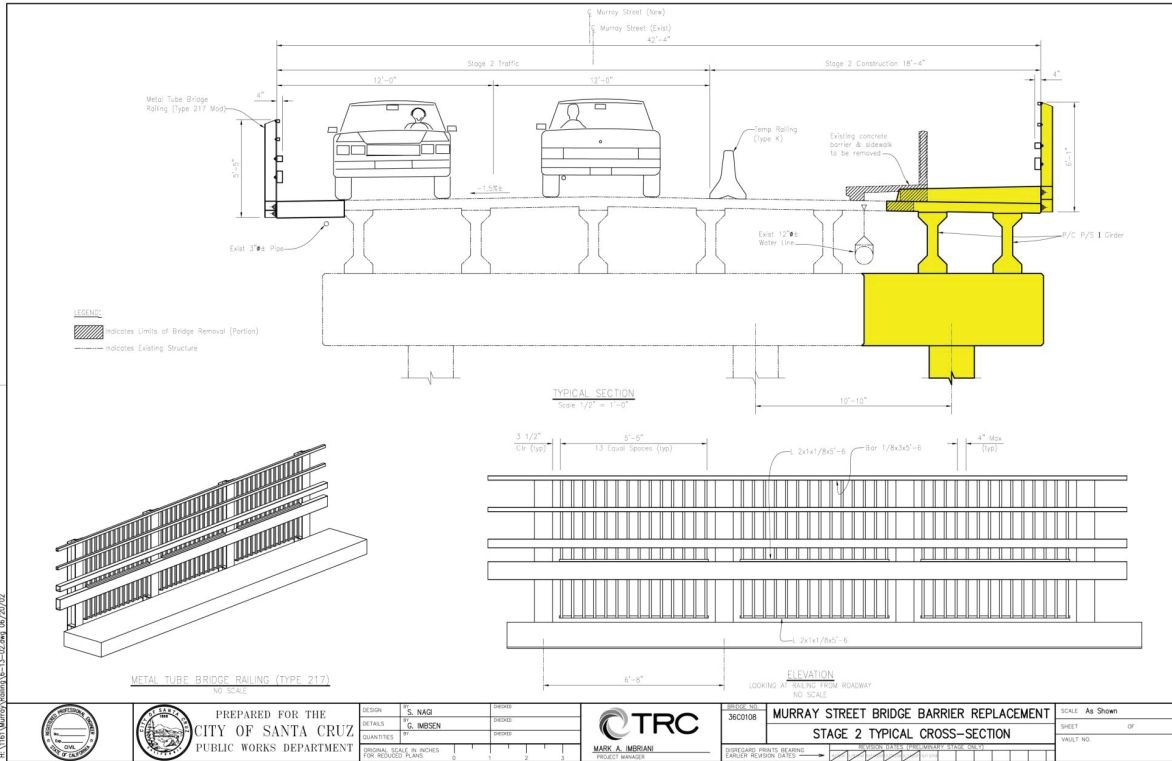
## STAGE 1



34



# STAGE 2

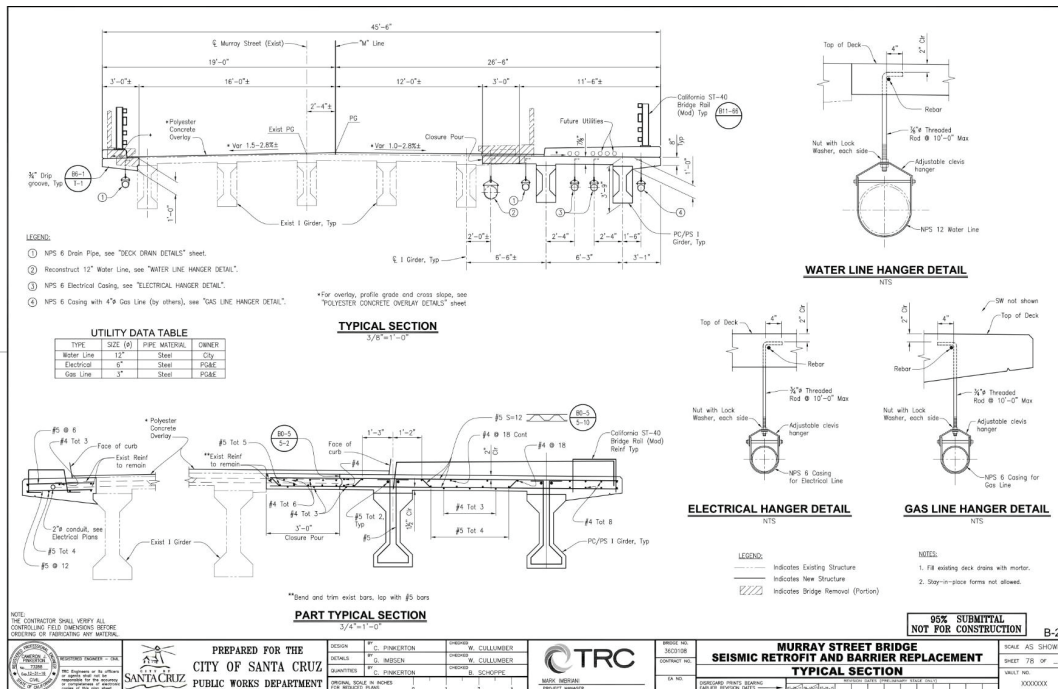


	PREPARED FOR THE <b>CITY OF SANTA CRUZ</b> PUBLIC WORKS DEPARTMENT	DESIGN	S. NAGI	CHECKED			PROJECT NO. <b>300108</b>	<b>MURRAY STREET BRIDGE BARRIER REPLACEMENT</b>	SCALE: As Shown SHEET OF VAULT NO.
		DETAILS	G. MENSEN	DRAWN					
REGIONAL, LOCAL, & SPECIAL FOR REDUCED PLANS		QUANTITIES		APPROVED					



35

# UTILITY ACCOMMODATION



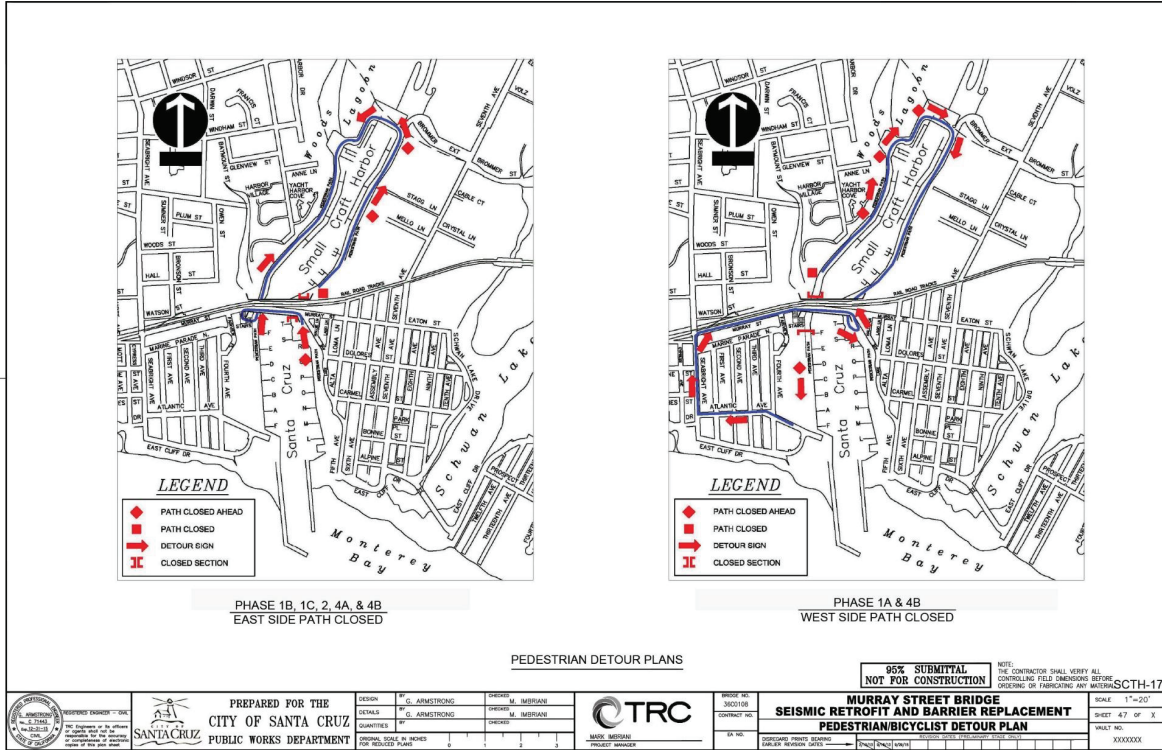
	PREPARED FOR THE <b>CITY OF SANTA CRUZ</b> PUBLIC WORKS DEPARTMENT	DESIGN	F. C. DIMICKSON	INCHES	W. CULLUMBER		PROJECT NO. <b>300108</b>	<b>MURRAY STREET BRIDGE SEISMIC RETROFIT AND BARRIER REPLACEMENT</b>	SCALE: AS SHOWN SHEET 78 OF VAULT NO.
		DETAILS	G. MENSEN	DRAWN	W. CULLUMBER				
REGIONAL, LOCAL, & SPECIAL FOR REDUCED PLANS		QUANTITIES	F. C. DIMICKSON	APPROVED	B. SCHMIDTKE				



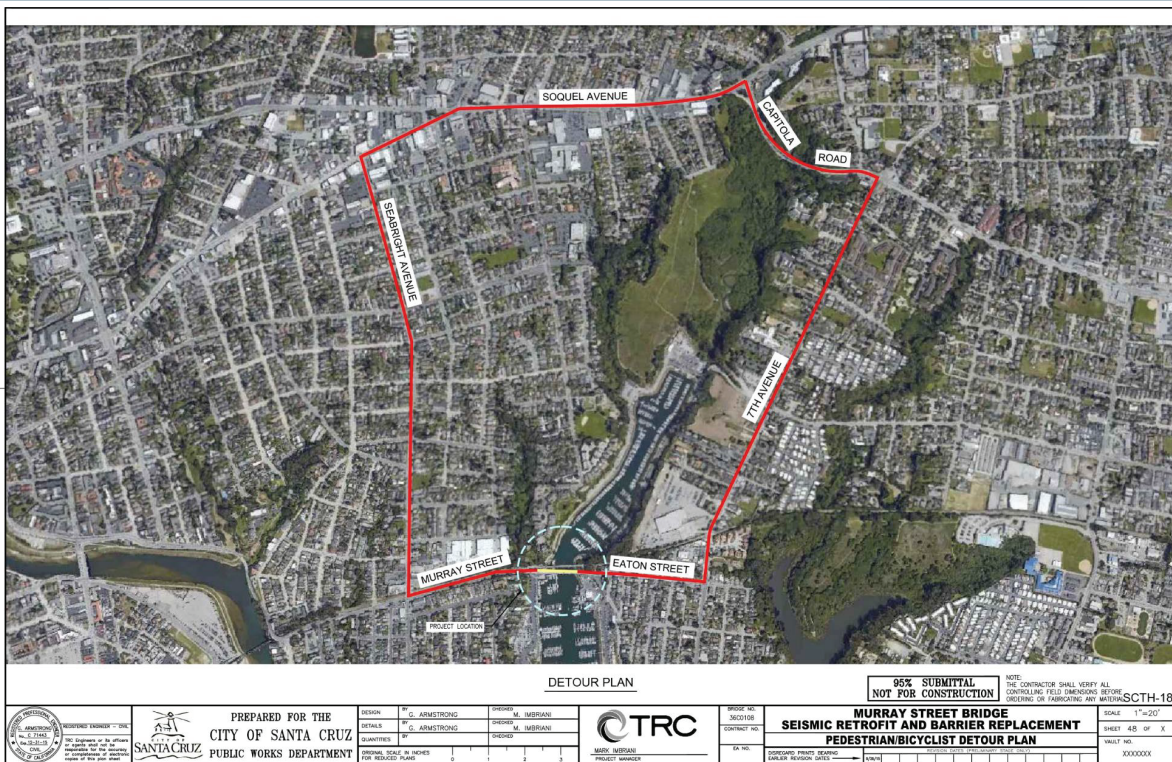
36



# PEDESTRIAN DETOUR PLAN



# VEHICULAR/BICYCLE DETOUR PLAN



# RIGHT OF WAY PROCESS

- PORT DISTRICT OWNS MOST PARCELS
- FEDERAL UNIFORM ACT GOVERNS
- FOLLOW CALTRANS R/W MANUAL CERTIFICATION
- MOU BETWEEN PORT & CITY
  - PORT FACILITY TABLE
  - PURCHASE AGREEMENT AND OFFER
    - PLATS AND LEGAL DESCRIPTIONS
  - REIMBURSEMENT AGREEMENT (RAP)
    - RELOCATION PLAN
  - CONSTRUCTION CONTRACT
    - PLANS AND SPECIFICATIONS



## MOU PROVISIONS

- ADDRESSES RESPONSIBILITIES
- LISTS REIMBURSABLE EXPENSES
  - RELOCATION EXPENSES
  - BUSINESS EXPENSES
  - NON-BUSINESS EXPENSES
  - TEMP. AND PERMANENT EASEMENTS
- SECURE HBP FEDERAL FUNDING FOR:
  - TEMPORARY LOSS OF PARKING SPACES
  - RELOCATION OF FACILITIES
  - TEMP. RELOCATIONS OF VESSELS
  - CONSTRUCTION



# PORT FACILITY TABLE

CITY OF SANTA CRUZ  
MURRAY STREET BRIDGE SEISMIC RETROFIT PROJECT (046-108)

PORT FACILITY TABLE

PORT FACILITY TABLE

Ref. #	Owner	Address	Contract	Description	Action	Work By	Cost Reference	Removal Cost			Storage/Temp Use Cost			Replacement Cost			Work Type
								Unit Cost	Total	Unit Cost	Total	Unit Cost	Total				
1	Port District	135 Fifth Ave Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Pedestrian Bridge</b>	Existing Ped Bridge to be removed permanently between East AS. Shown on Bridge Plans as Bridge Removal (Parkway)	City Contractor	117	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Construction	
2	Port District	135 Fifth Ave Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Temporary and Permanent Rowing Rafts - Kayak/Rowing Storage Unit</b>	1000 SQFT T-ROCK	Port Contractor	Item #2	N/A	\$62,200	\$62,200	TOTAL	\$5,750	N/A	N/A	Construction		
3	Port District	135 Fifth Ave Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Chardonay*</b>	Rebuild 60 boats to Temporary Storage Locations A, B, and C. Construct temporary storage racks at Location A, B, and C.	Subsidiary by Kayak Owners	Item #6	N/A	\$187,200	\$187,200	TOTAL	\$275,876	N/A	N/A	Right of Way		
4	Port District	135 Fifth Avenue	Jim Deougaard	<b>Pacific Yachting** wavy</b>	Provide temporary building including Utility Connections and Project Finishing Building in Place.	City Contractor	City's Bid Estimate (8)	N/A	\$1,000	\$1,000	TOTAL	\$10,000	N/A	N/A	Construction		
5	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Pacific Yachting Storage Shed (Beneath Span 2)</b>	Provide temporary building including Utility Connections and Project Finishing Building in Place.	City Contractor	City's Bid Estimate (7)	N/A	\$10,000	\$10,000	TOTAL	\$10,000	N/A	N/A	Construction		
6	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Linda Lockin (831) 454-9543	<b>UCSC Storage Space* (Beneath Span 2)</b>	On Bid Item List Bids will be two items (Remove Fence) and Chain Link Fence with wood walls - 0' High. Remove fencing for temporary storage area through park and reconstruct after construction.	City Contractor	City's Bid Estimate (20) and City's Bid Estimate (19)	N/A	\$5,000	N/A	TOTAL	\$5,000	N/A	N/A	Construction		
7	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Linda Lockin (831) 454-9543	<b>Santa Cruz Rowing Club "Our House"</b>	Purchase materials for a temporary shed 7'x17', construct it at temporary location and relocate to original location under the bridge.	City Contractor	City's Bid Estimate (8)	N/A	\$5,750	\$5,750	TOTAL	\$5,750	N/A	N/A	Construction		
8	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Temporary Waste Oil Shed</b>	Purchase materials for a temporary shed 7'x17', construct it at temporary location and relocate to original location under the bridge.	City Contractor	City's Bid Estimate (9)	N/A	\$5,750	\$5,750	TOTAL	\$5,750	N/A	N/A	Construction		
9	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>UCSC Storage Sheds (Building/Storage) Beneath Spans 2 &amp; 3</b>	Purchase materials for two temporary shed 8'x17', construct it at temporary location and relocate to original location under the bridge.	City Contractor	City's Bid Estimate (16)	N/A	\$11,000	\$11,000	TOTAL	\$11,000	N/A	N/A	Construction		
10	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Floors/Remove/Storage/Replace</b>	Remove Jet Fuel out of Construction Zone, store it, and reconstruct after construction.	Port Contractor	#3 (Port Facilities Cost Estimate)	Item #3	\$20,000	\$20,000	TOTAL	\$20,000	N/A	N/A	Right of Way		
11	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Dock - FF Pedestrian Enclosure</b>	Remove portion of Dock F-1, including bridge removal (salvage) of adjacent pedestrian walkway.	City Contractor	City's Bid Estimate (11)	\$57,500	\$57,500	TOTAL	\$57,500	N/A	N/A	Construction			
					Rebuild 20 boats to visitor docks and back to Dock FF	Port	San Jose/Justification Memo - Option A	\$10,000	\$10,000	TOTAL	\$10,000	N/A	N/A	Right of Way			
					Use of Visitor Docks to Rebuild 20 boats	Port	San Jose/Justification Memo - Option A	\$649,376	\$649,376	TOTAL	\$649,376	N/A	N/A	Right of Way			
					PFR Replacement	Port Contractor	#4 (Port Facilities Cost Estimate)	Item #4	\$427,500	\$427,500	TOTAL	\$427,500	N/A	N/A	Right of Way		
					Reconstruct L.F. Service	Port Contractor	#5 (Port Facilities Cost Estimate)	Item #5	\$2,686,600	\$2,686,600	TOTAL	\$2,686,600	N/A	N/A	Right of Way		
					Permanent Electrical Service for Docks FF & BY	Port Contractor	#7 and #8 (Port Facilities Cost Estimate)	Item #7	\$60,000	\$60,000	TOTAL	\$60,000	N/A	N/A	Right of Way		
						Port Contractor	#7 and #8 (Port Facilities Cost Estimate)	Item #8	\$45,000	\$45,000	TOTAL	\$45,000	N/A	N/A	Right of Way		
											TOTAL	\$4,817,476	N/A	N/A	Right of Way		
12	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Dock FF- Gangway Construction (1000 SF)</b>	Construct temporary new West Harbor Gang Dock.	Port Contractor	#1 (Port Facilities Cost Estimate)	Item #1	\$365,430	\$365,430	TOTAL	\$365,430	N/A	N/A	Right of Way		
13	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Dock FF- Gangway Demolition (1000 SF)</b>	Demolition of Dock, after Bridge Construction is Complete	Port Contractor	#5 (Port Facilities Cost Estimate)	Item #5	\$10,000	\$10,000	TOTAL	\$10,000	N/A	N/A	Right of Way		
14	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Dock BY Salvage (495 Lake Avenue)</b>	Salvage less materials from dock from Dock BY, store them, reconstruct after bridge construction is complete.	Port Contractor	#9 (Port Facilities Cost Estimate)	Item #9A Item #9B Item #9C Item #9D	\$5,280 \$3,800.00 \$15,512.00	\$24,592.00	TOTAL	\$24,592.00	N/A	N/A	Right of Way		

K11161-11766030 - CORRECTION/CHANGE/03/20 - Correspondence To & From Utility Companies/03/20 - Port District/Port\_Facility\_Table/115/Port\_Facility/ROW/Costs-Tot - Rev 2022/03/20

Printed 3/4/2021



# PORT FACILITY TABLE

CITY OF SANTA CRUZ  
MURRAY STREET BRIDGE SEISMIC RETROFIT PROJECT (046-108)

PORT FACILITY TABLE

PORT FACILITY TABLE

Ref. #	Owner	Address	Contract	Description	Action	Work By	Cost Reference	Removal Cost			Storage/Temp Use Cost			Replacement Cost			Work Type
								Unit Cost	Total	Unit Cost	Total	Unit Cost	Total				
15	Port District	135 Fifth Ave Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>East Drive under Bridge</b>	Maintain as constructed and/or reconstruct pavement.	City Contractor	HMA and All City's Bid Estimate (7 and 7B)	N/A	\$2	\$2,000	N/A	N/A	N/A	N/A	N/A	Construction	
16	Port District	135 Fifth Ave Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>West Drive under Bridge</b>	Maintain as constructed and/or reconstruct pavement.	City Contractor	HMA and All City's Bid Estimate (7 and 7B)	N/A	\$2	\$2,000	N/A	N/A	N/A	N/A	N/A	Construction	
17	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Port District Office (135 Fifth Avenue)</b>	Public office 26 wks. X 40' INW. @ \$ 5.65/sq. Charcoal paint 26 wks. X 40' INW. @ \$ 79.00/sq. Director 133 wks. X 9' INW. @ \$ 137.34/sq.	Port Port Port	Item #10A Item #10B Item #10C	N/A	\$66 \$19 \$137	\$66,640 \$61,100 \$109,600	N/A	N/A	N/A	N/A	N/A	Right of Way	
18	Port District	135 Fifth Ave Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Navigation Lights</b>	RE: 130 wks x 16' INW @ \$44.14/sq	Port	#10 (Port Facilities Cost Estimate)	Item #10A	\$64	\$175,500	N/A	N/A	N/A	N/A	N/A	Right of Way	
19	RTC		Mr. Lunk Menard	<b>Flagging - RTC Bridge</b>	Maintain lights	City Contractor	City's Bid Estimate (164)	N/A	N/A	\$20,000	N/A	N/A	N/A	N/A	N/A	Construction	
20	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Concrete Stairway</b>	Flagging might be required @ \$50.00 per hour for 300 hours. Supplemental items	City Contractor	City's Bid Estimate (178)	Supp. Item	\$18,400	\$18,400	TOTAL	\$18,400	N/A	N/A	Construction		
21	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Timber Retaining Wall</b>	Remove and replace	City Contractor	City's Bid Estimate (122)	N/A	N/A	\$31,000	N/A	N/A	N/A	N/A	Construction		
22	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Men's and Women's Restrooms</b>	Construct new Concrete Retaining Wall (17 and 18)	City Contractor	City's Bid Estimate (111) and Item #9C	N/A	\$21,850 \$107,300	\$129,150	N/A	N/A	N/A	N/A	N/A	Construction	
23	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Lisa Elms (831) 475-6161	<b>Restore West Harbor</b>	RE: temporary installation - Assume 24 months - 1 bid at \$10910 day duration, which is \$327/month	City Contractor	City's Bid Estimate (134)	Supplemental Item	\$267	\$9,268	N/A	N/A	N/A	N/A	N/A	Construction	
24	Port District	135 Fifth Avenue Santa Cruz, CA 95062	Mr. Marian Olin (831) 475-6161	<b>Port Engineering Consultant</b>	Reset and reconstruct port facilities including benches, bollards, chain link fence, curbs, landscaping, etc.	City Contractor	City's Bid Estimate (179)	Supplemental Item	N/A	\$67,000	N/A	N/A	N/A	N/A	Construction		
25	Business Rowing Club - UCSC			<b>Temporary Sheds</b>	Prepare Right of Way Agreement with business owners to move materials from sheds to temporary sheds and then back again. Assume \$2,100 each move or \$3000 per business.	Business Owners (2)	Right of Way Agreement	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Right of Way	

\*Totals of Port District-owned buildings may also be impacted - Contacts listed are tenants.

Port Facilities Cost Estimate (02/2021)	\$5,662,200
Justification Memo	\$647,376
Engineer's Estimate	\$448,500
Business Meeting Expense	\$10,000
Port Contract Project	\$1,110,000
	\$8,678,076

IN CONTRACTS	\$5,662,200
TOTAL COSTS	\$7,174,086
Summary for Funding W/O Cost	
ROW*	\$2,715,634
Construction	\$4,358,452
TOTAL	\$7,074,086

K11161-11766030 - CORRECTION/CHANGE/03/20 - Correspondence To & From Utility Companies/03/20 - Port District/Port\_Facility\_Table/115/Port\_Facility/ROW/Costs-Tot - Rev 2022/03/20

Printed 3/4/2021



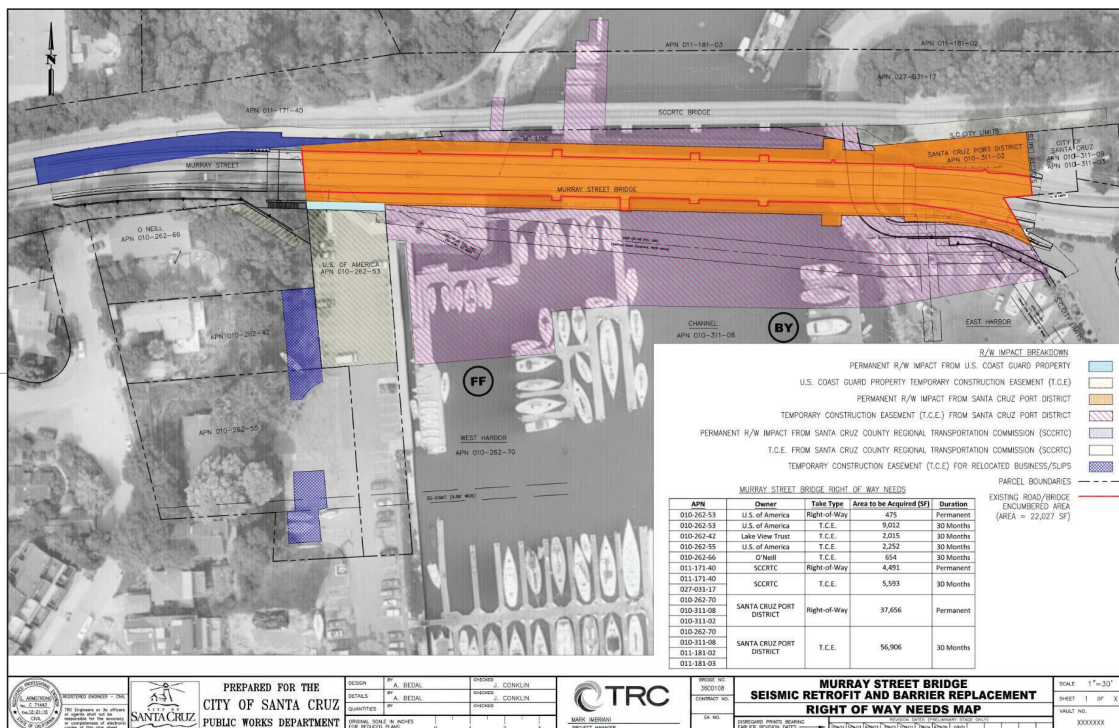


# RIGHT OF WAY ACQUISITION

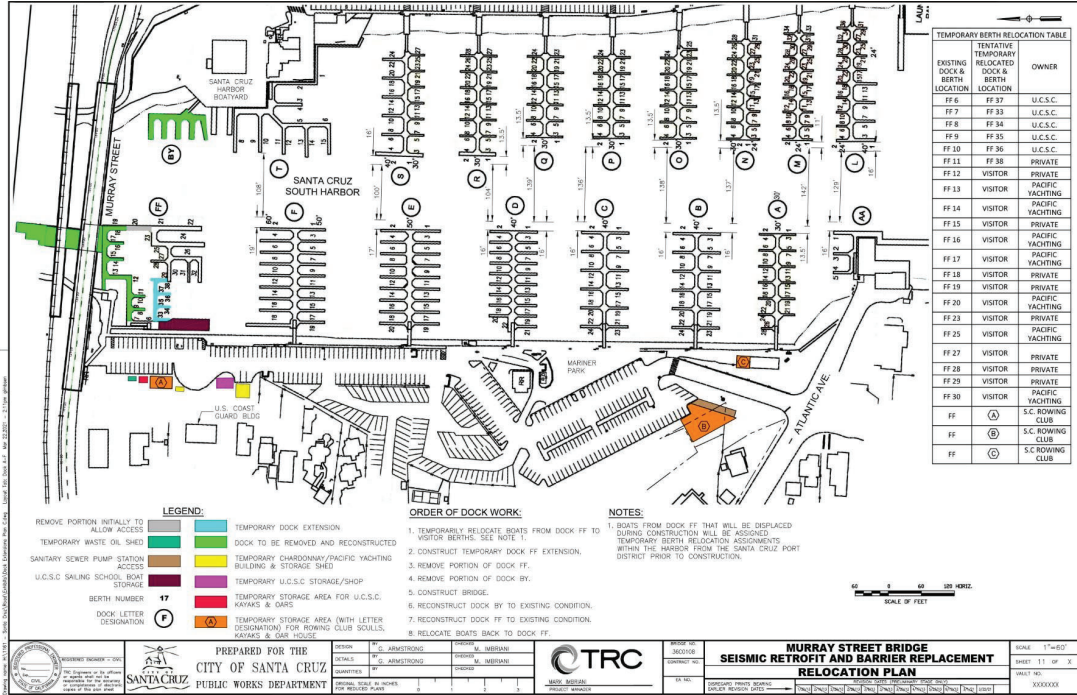
- TEMPORARY CONSTRUCTION EASEMENTS WILL BE ACQUIRED FOR THE PROJECT
- APPRAISAL OF THE EASEMENT AREA
- PAYMENT WILL BE MADE TO THE PROPERTY OWNER(S)
- OCCUPANTS SIGN CONSENT TO THE TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT FOR ROADWAY



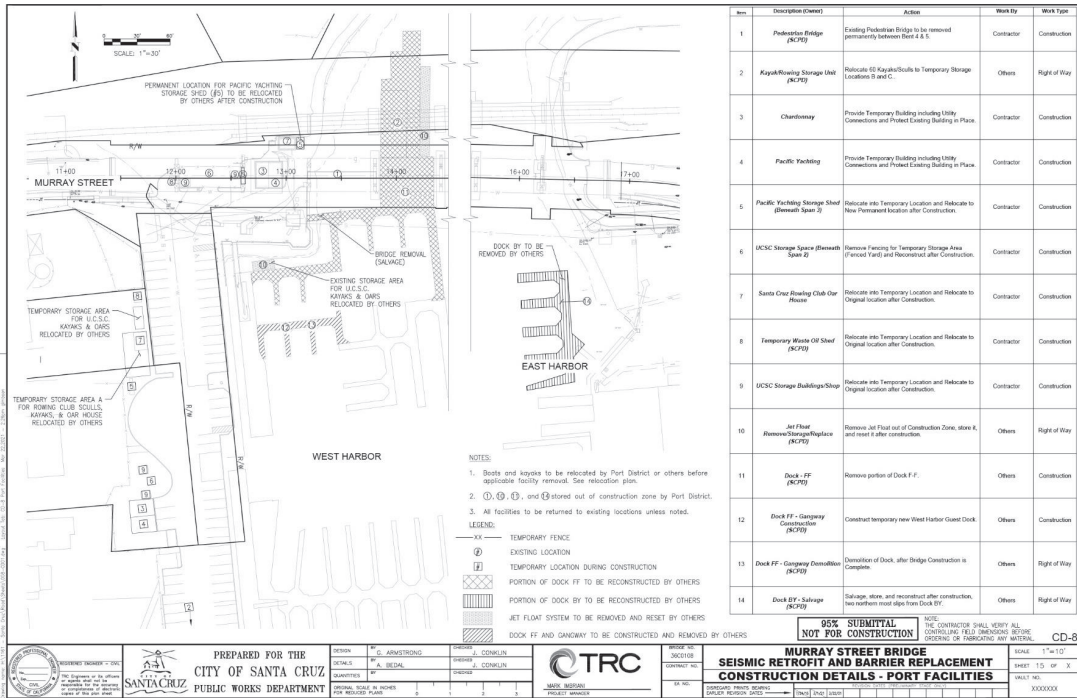
# RIGHT OF WAY NEEDS



# RELOCATION PLAN



# RELOCATION PLAN (CON)





# RELOCATION PLAN



## RELOCATION ASSISTANCE

- ALL PERSONS WHO MUST MOVE BECAUSE OF A PUBLIC PROJECT ARE ENTITLED TO RELOCATION ASSISTANCE
- NO RESIDENCES AFFECTED
- NO PERMANENT DISPLACEMENTS
- ALL PERSONS AFFECTED WILL RECEIVE WRITTEN NOTICES AND INFORMATION
- EXPENSES FOR MOVING PERSONAL PROPERTY ARE REIMBURSED.

# MEETING THE OCCUPANTS

- EACH AFFECTED PERSON AND/OR BUSINESS WILL BE CONTACTED PERSONALLY
- ALL CONTACTS WILL BE COORDINATED WITH THE PORT
- PRESERVE RELATIONSHIPS BETWEEN THE PORT AND THE TENANTS
- MINIMIZE IMPACTS TO PORT TENANTS



## MOVING

- 90 DAYS' NOTICE
- REPLACEMENT LOCATIONS COORDINATED WITH PORT
- CLAIMS FOR MOVING EXPENSES




# COMPLETION

- AFTER PROJECT COMPLETION, ALL VESSELS, PERSONAL PROPERTY AND BUSINESS OPERATIONS WILL RETURN TO THEIR ORIGINAL POSITIONS.



# CONSTRUCTION CONTRACT



**CITY OF SANTA CRUZ**

**CITY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT**

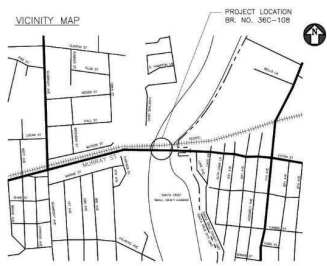
PROJECT PLANS FOR  
THE CONSTRUCTION OF THE  
MURRAY STREET BRIDGE AT SANTA CRUZ HARBOR SEISMIC RETROFIT/BARRIER REPLACEMENT (BR. NO. 36C-108)  
FEDERAL AID PROJECT NO. STPLZ-5025(048)

PREPARED BY  
**TRC**  
SACRAMENTO, CALIFORNIA

**SEISMIC RETROFIT  
CONTRACT NO. 3**

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	PERMIT CONTROL
3	TYPICAL SECTION
4	PLAN AND PROFILE
5	CONSTRUCTION DETAILS - GENERAL PLAN
6	CONSTRUCTION DETAILS - ALLOCATION PLAN
7	CONSTRUCTION DETAILS - DETAIL PLAN
8	CONSTRUCTION DETAILS - DETAIL PLAN
9	CONSTRUCTION DETAILS - DETAIL PLAN
10	CONSTRUCTION DETAILS - DETAIL PLAN
11	CONSTRUCTION DETAILS - DETAIL PLAN
12	CONSTRUCTION DETAILS - DETAIL PLAN
13	CONSTRUCTION DETAILS - DETAIL PLAN
14	CONSTRUCTION DETAILS - DETAIL PLAN
15	CONSTRUCTION DETAILS - DETAIL PLAN
16	CONSTRUCTION DETAILS - DETAIL PLAN
17	CONSTRUCTION DETAILS - DETAIL PLAN
18	CONSTRUCTION DETAILS - DETAIL PLAN
19	CONSTRUCTION DETAILS - DETAIL PLAN
20	CONSTRUCTION DETAILS - DETAIL PLAN
21	CONSTRUCTION DETAILS - DETAIL PLAN
22	CONSTRUCTION DETAILS - DETAIL PLAN
23	CONSTRUCTION DETAILS - DETAIL PLAN
24	CONSTRUCTION DETAILS - DETAIL PLAN
25	CONSTRUCTION DETAILS - DETAIL PLAN
26	CONSTRUCTION DETAILS - DETAIL PLAN
27	CONSTRUCTION DETAILS - DETAIL PLAN
28	CONSTRUCTION DETAILS - DETAIL PLAN
29	CONSTRUCTION DETAILS - DETAIL PLAN
30	CONSTRUCTION DETAILS - DETAIL PLAN
31	CONSTRUCTION DETAILS - DETAIL PLAN
32	CONSTRUCTION DETAILS - DETAIL PLAN
33	CONSTRUCTION DETAILS - DETAIL PLAN
34	CONSTRUCTION DETAILS - DETAIL PLAN
35	CONSTRUCTION DETAILS - DETAIL PLAN
36	CONSTRUCTION DETAILS - DETAIL PLAN
37	CONSTRUCTION DETAILS - DETAIL PLAN
38	CONSTRUCTION DETAILS - DETAIL PLAN
39	CONSTRUCTION DETAILS - DETAIL PLAN
40	CONSTRUCTION DETAILS - DETAIL PLAN
41	CONSTRUCTION DETAILS - DETAIL PLAN
42	CONSTRUCTION DETAILS - DETAIL PLAN
43	CONSTRUCTION DETAILS - DETAIL PLAN
44	CONSTRUCTION DETAILS - DETAIL PLAN
45	CONSTRUCTION DETAILS - DETAIL PLAN
46	CONSTRUCTION DETAILS - DETAIL PLAN
47	CONSTRUCTION DETAILS - DETAIL PLAN
48	CONSTRUCTION DETAILS - DETAIL PLAN
49	CONSTRUCTION DETAILS - DETAIL PLAN
50	CONSTRUCTION DETAILS - DETAIL PLAN
51	CONSTRUCTION DETAILS - DETAIL PLAN
52	CONSTRUCTION DETAILS - DETAIL PLAN
53	CONSTRUCTION DETAILS - DETAIL PLAN
54	CONSTRUCTION DETAILS - DETAIL PLAN
55	CONSTRUCTION DETAILS - DETAIL PLAN
56	CONSTRUCTION DETAILS - DETAIL PLAN
57	CONSTRUCTION DETAILS - DETAIL PLAN
58	CONSTRUCTION DETAILS - DETAIL PLAN
59	CONSTRUCTION DETAILS - DETAIL PLAN
60	CONSTRUCTION DETAILS - DETAIL PLAN
61	CONSTRUCTION DETAILS - DETAIL PLAN
62	CONSTRUCTION DETAILS - DETAIL PLAN
63	CONSTRUCTION DETAILS - DETAIL PLAN
64	CONSTRUCTION DETAILS - DETAIL PLAN
65	CONSTRUCTION DETAILS - DETAIL PLAN
66	CONSTRUCTION DETAILS - DETAIL PLAN
67	CONSTRUCTION DETAILS - DETAIL PLAN
68	CONSTRUCTION DETAILS - DETAIL PLAN
69	CONSTRUCTION DETAILS - DETAIL PLAN
70	CONSTRUCTION DETAILS - DETAIL PLAN
71	CONSTRUCTION DETAILS - DETAIL PLAN
72	CONSTRUCTION DETAILS - DETAIL PLAN
73	CONSTRUCTION DETAILS - DETAIL PLAN
74	CONSTRUCTION DETAILS - DETAIL PLAN
75	CONSTRUCTION DETAILS - DETAIL PLAN
76	CONSTRUCTION DETAILS - DETAIL PLAN
77	CONSTRUCTION DETAILS - DETAIL PLAN
78	CONSTRUCTION DETAILS - DETAIL PLAN
79	CONSTRUCTION DETAILS - DETAIL PLAN
80	CONSTRUCTION DETAILS - DETAIL PLAN
81	CONSTRUCTION DETAILS - DETAIL PLAN
82	CONSTRUCTION DETAILS - DETAIL PLAN
83	CONSTRUCTION DETAILS - DETAIL PLAN
84	CONSTRUCTION DETAILS - DETAIL PLAN
85	CONSTRUCTION DETAILS - DETAIL PLAN
86	CONSTRUCTION DETAILS - DETAIL PLAN
87	CONSTRUCTION DETAILS - DETAIL PLAN
88	CONSTRUCTION DETAILS - DETAIL PLAN
89	CONSTRUCTION DETAILS - DETAIL PLAN
90	CONSTRUCTION DETAILS - DETAIL PLAN
91	CONSTRUCTION DETAILS - DETAIL PLAN
92	CONSTRUCTION DETAILS - DETAIL PLAN
93	CONSTRUCTION DETAILS - DETAIL PLAN
94	CONSTRUCTION DETAILS - DETAIL PLAN
95	CONSTRUCTION DETAILS - DETAIL PLAN
96	CONSTRUCTION DETAILS - DETAIL PLAN
97	CONSTRUCTION DETAILS - DETAIL PLAN
98	CONSTRUCTION DETAILS - DETAIL PLAN
99	CONSTRUCTION DETAILS - DETAIL PLAN
100	CONSTRUCTION DETAILS - DETAIL PLAN

**VICINITY MAP**



PROJECT LOCATION  
BR. NO. 36C-108

**CONSTRUCTION NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR THE INTENT OF THESE PLANS AND SHALL REPORT ANY DISCREPANCIES FOUND IN THEM TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. UNDERGROUND UTILITY LOCATIONS AND DEPTHS, WHERE SHOWN ON PLANS, ARE BASED ON UTILITY COMPANY RECORDS AND ARE FOR GENERAL INFORMATION. ALL CONTRACTORS ARE RESPONSIBLE FOR VERIFICATION OF LOCATIONS FOR ALL EXISTING UTILITIES IN THE FIELD.
3. EMERGENCY TELEPHONE NUMBERS:  
POLICE DEPARTMENT 911  
FIRE DEPARTMENT (831) 420-5160  
CITY ENGINEER'S OFFICE (831) 420-5070  
CITY PLANS & REC. DEPARTMENT (831) 420-6036  
COUNTY SEWER DEPARTMENT (831) 420-5050  
CITY TRAFFIC MAINTENANCE (831) 420-5210  
CITY WATER DEPARTMENT 1-800-743-5000  
FIRE 911  
S.E.A. (831) 423-2444  
AT&T BROADBAND (831) 423-1739
4. CITY INSPECTOR SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVATION OF STREET TREES. SHOULD A STREET TREE BECOME DAMAGED DURING CONSTRUCTION, THE ENGINEER SHALL DETERMINE IF THE TREE IS TO BE REPLACED BY THE CONTRACTOR. REPLACEMENT TREES SHALL BE 24-INCH WIDE BOX TREE, THE SPECIES TO BE DETERMINED BY THE ENGINEER.
6. THE CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT.
7. A 72 HOUR ADVANCE NOTICE SHALL BE GIVEN TO THE SANTA CRUZ WATER DEPARTMENT BEFORE CONSTRUCTION ON WATER SYSTEMS AND BEFORE SCHEDULED CONNECTIONS TO THE EXISTING SYSTEM AT (831) 420-5210.
8. PROVIDE 5 WORKING DAYS ADVANCE NOTICE TO SANTA CRUZ WATER DEPARTMENT TO ADJUST EXISTING WATER METER BOXES AND GATE VALVE BOXES AT (831) 420-5210.

**95% SUBMITTAL NOT FOR CONSTRUCTION**

**LEGEND**

EXIST WATER	---	CITY OF SANTA CRUZ WATER DEPARTMENT
EXIST NATURAL GAS	---	PACIFIC GAS AND ELECTRIC COMPANY
EXIST SANITARY SEWER	---	CITY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT
EXIST ELECTRICAL	---	PACIFIC GAS AND ELECTRIC COMPANY
EXIST OVERHEAD ELECTRICAL	---	AT&T
EXIST TELEPHONE	---	AT&T BROADBAND
EXIST TELEVISION	---	CITY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT
EXIST STORM SEWER	---	CITY OF SANTA CRUZ WATER DEPARTMENT
EXIST FIRE INTERIOR	---	
EXIST CATCH BASIN	---	
EXIST SEWER/STORM MANHOLE	---	

**ABBREVIATIONS**

CC - CITY OF SANTA CRUZ  
CO - COUNTY OF SANTA CRUZ  
C&G - CURB, GUTTER, AND SIDEWALK  
S&S - SIDEWALK  
S - STRIPING  
D&I - DETAIL  
B&V - BEGIN VERTICAL CURVE STATION  
B&E - BEGIN VERTICAL CURVE ELEVATION  
E&V - END VERTICAL CURVE STATION  
E&E - END VERTICAL CURVE ELEVATION  
R&L - RESTRICTION LENGTH

--- CALTRANS STANDARD PLAN  
--- SHEET NUMBER

**PROJECT MANAGER**  
TRC

**APPROVED:**  
ASSISTANT DIRECTOR OF PUBLIC WORKS  
CITY ENGINEER RCE XXXXXXX  
CITY OF SANTA CRUZ



# SCHEDULE

- PS & E CERTIFICATION – SEPT. 2021
  - R/W CERTIFICATION – AUGUST 2021
  - CONSTRUCTION START - APRIL 2022
  - COMPLETION - DECEMBER 2024
- 
- 2 RIGHT OF WAY FUNDING DEADLINES
    - \$1.9 M JUNE 30, 2021
    - \$2.3 M JUNE 30, 2023



## LOOK FORWARD TO A SUCCESSFUL PROJECT



# STAGING PLANS

**Table 1. Murray Street Bridge Retrofit Project: Construction Phasing & Approximate Schedule.**

Work Tasks	Effects on Harbor and Road Operations
<b>Phase 1: Construction in East Zone</b>	
<b>2 months (May-July)[1]</b>	
<ul style="list-style-type: none"> <li>* Temporarily relocate overhead utilities north of bridge</li> <li>* Prepare construction staging area (8,000 sq.ft.) at harbor boat yard</li> <li>* Retrofit Bent 9 &amp; Abutment 10; install anchor piles</li> <li>* Erect Girder Span 9</li> <li>* Remove existing south rail</li> </ul>	<ul style="list-style-type: none"> <li>* Install traffic control system with alternating 1-way traffic</li> <li>* Close Murray for 7 days for driving anchor piles</li> <li>* Temporary relocation (dry storage) of 9 dry-docked boats from boat yard</li> <li>* Traffic controls along Lake Avenue during construction staging area setup</li> <li>* Close east walkway under bridge</li> <li>* Close bridge sidewalk</li> </ul>
<b>Phase 2: Construction in Eastern Waterway</b>	
<b>5 months (July-December)</b>	
<ul style="list-style-type: none"> <li>* Construct new berths (8) at ends of docks A through F</li> <li>* Remove berths (12) at docks T and FF</li> <li>* Construct work platform(s) (trestle or barge) for Stage 2 work [2]</li> <li>* Retrofit Bents 7 &amp; 8 (includes installing anchor piles at Bents 7 &amp; 8)</li> <li>* Erect Girder Spans 7 &amp; 8 and construct Deck Spans 7, 8, &amp; 9</li> <li>* Construct north and south rails (optional) [3]</li> <li>* Restore boat yard; reopen pedestrian path</li> <li>* Remove east work platform</li> <li>* Replace berths (2) at Dock T upon construction in the eastern waterway and only between July and mid-November</li> </ul>	<ul style="list-style-type: none"> <li>* Temporary relocation of 2 boats from Dock T to AA or new dock N-Q</li> <li>* Temporary closure of East Drive &amp; part of harbor boat yard</li> <li>* Availability of only one boat channel under the bridge for 6 non-consecutive half-days</li> </ul>
<b>Phase 3: Construction in West Zone</b>	
<b>6 months (December-May)</b>	
<ul style="list-style-type: none"> <li>* Install row boat storage at docks A/B &amp; USCG area</li> <li>* Install temporary building at USCG area</li> <li>* Temporarily relocate existing offices and row boats to above [2]</li> <li>* Close portion of western parking lot [2]</li> <li>* Construct temporary access ramp to Dock FF</li> <li>* Retrofit Abutment 1 and Bents 2, 3, &amp; 4</li> <li>* Erect Girder Spans 1, 2, &amp; 3 [and construct Deck Spans 1, 2, &amp; 3]</li> </ul>	<ul style="list-style-type: none"> <li>* Closure of West Path, western concrete stairway and access ramp to Dock FF</li> <li>* Temporary relocation of affected facilities (offices, storage, restrooms, etc.)</li> </ul>



# STAGING PLANS

**Phase 4: Construction in Western Waterway**

**5 months (May-October)**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>* Construct modifications to Dock FF; move 7 boats to new Dock FF</li> <li>* Construct work platform(s) (trestle or barge) for Stage 4 work</li> <li>* Retrofit Bents 5 &amp; 6 (including installation of anchor piles)</li> <li>* Erect Girder Spans 4, 5, &amp; 6 [and construct Deck Spans 4, 5, &amp; 6]</li> <li>* Construct north and south rails [3]</li> <li>* Remove work platform(s)</li> </ul> | <ul style="list-style-type: none"> <li>* Closure of West Path, western concrete stairway and access ramp to Dock FF</li> <li>* Temporary relocation of affected facilities (offices, storage, restrooms, etc.)</li> <li>* Temporary relocation of 8 boats from Dock FF</li> <li>* Availability of only one boat channel under the bridge for 6 non-consecutive half-days</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Phase 5: Construction of Superstructure and Barrier Rails**

**[no timing provided]**

- \* Remove sidewalks & temporary barrier rails
- \* Construct new barrier rails
- \* Restore Dock FF, parking lot, existing offices and related facilities
- \* Restore all remaining facilities to original condition
- \* Repair deck

**Footnotes:**

- [1] Note that construction phases overlap; the sum of the construction periods specified is therefore greater than the total period indicated by start and finish dates.
- [2] These tasks could be initiated and/or completed during the prior stage.
- [3] [These tasks could be completed either in Phase 2 or 4.
- [4] Temporary closure of Murray Street bridge roadway to all traffic is possible during any phase for a short duration. The alternating one-way traffic with sign control will occur during the construction, but not during the full duration of construction activities.



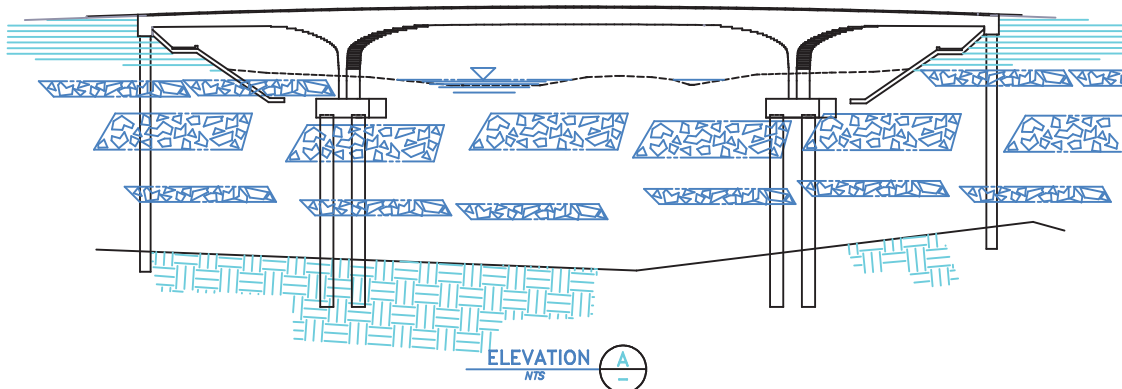


# MURRAY STREET BRIDGE



## GEOTECHNICAL CONSTRAINTS

- LIQUEFIABLE SOILS
- HIGH SEISMIC ZONE
- LARGE, DEEP FOUNDATIONS REQUIRED
- SOQUEL AVE BRIDGE HAS 7' PILES





TO: Santa Cruz Port Commission  
FROM: Marian Olin, Port Director  
DATE: June 16, 2021  
SUBJECT: Review Site Plan Concepts for Port District Owned Property at 1025 7<sup>th</sup> Avenue

**Recommendation:** *Review site assessment concepts and provide input / direction to staff on soliciting a proposal from Mesiti Miller Engineering for development of construction documents and specifications for preferred options.*

## BACKGROUND

The Port District owns 2.2 acres on the northwest corner of 7<sup>th</sup> and Brommer (APN 026-211-69), at 1025 7<sup>th</sup> Avenue which is zoned C-2 "Community Commercial." Additionally, the Port District has an Encroachment Permit 15-083 over a portion of the County's right-of-way on the southeast corner of the site for parking and related uses.

Mesiti-Miller Engineering ("MME") was retained to conduct a site assessment to study options to expand and improve vessel dry storage, add commercial space to house a small restaurant and retail outlet and provide for overflow trailer rig parking. The Commission reviewed early schematic layouts which maximized boat storage parking at its meeting on March 23, 2021. The Commission provided design input on the concepts presented and directed staff to have MME study options to make the facility more user-friendly by including angled parking, wider access aisles, improved circulation and also study the feasibility of increasing overflow trailer rig parking.

## ANALYSIS

In addition to the four site plan concepts previously reviewed by the Commission for the northwest corner of 7<sup>th</sup> and Brommer, revised concepts C5.0 and C6.0 were developed by MME to meet Commission objectives and soften the turn onto Brommer Street Extension when entering from the north to better accommodate trailer rigs and recreational vehicles entering the north harbor.

Concept C5.1 reduces some of the engineering detail included in concept C5.0 to improve visual aesthetics.

The only difference between concepts C5.0 and C6.0 is C6.0 proposes to allocate 9 additional overflow trailer rig parking spaces by creating 3 additional parallel parking sites and reassigning 6 dry storage spaces to overflow parking. These overflow spaces are within the fenced dry storage yard, which may not be ideal.

Concepts C7.0, C8.0 and C9.0 study possible reconfiguration of the North Harbor Dry Storage facility, and relocates the dredge boneyard from its present location at 7<sup>th</sup> and Brommer. C9.0 depicts the latest design revision intended to make the facility more user-friendly.

All design concepts increase total boat parking storage in addition to siting a small restaurant and retail outlet on 7<sup>th</sup> Avenue (the latest design concepts propose to reduce the size of the restaurant and increase the size of the retail operation) and include vehicle parking, a bike corral and some overflow parking for trailer rigs. All concepts assume use of a permeable paving system for the dry storage area such as Truegrid or similar product.

Angie Hershberger of MME will be present at the meeting to review the designs.

The following is a brief recap of the concepts for 7<sup>th</sup> Avenue Dry Storage (“7BDS”) and North Harbor Dry Storage (“NHDS”):

<i>Concept</i>	<i>Description</i>	<i>Est Additional Annual Dry Storage Revenue</i>
<i>C1.0</i>	7BDS: 122 dry storage spaces in a variety of lengths with 9.5’ width; 13 vessel rig overflow spaces	\$112,545
<i>C2.0</i>	7BDS: 118 dry storage spaces in a variety of lengths with 9.5’ to 10.5’ widths; 13 vessel rig overflow spaces	\$104,215
<i>C3.0</i>	7BDS: 108 dry storage spaces in a variety of lengths with 9.5’ width; 20 vessel rig overflow spaces	\$87,969
<i>C4.0</i>	7BDS: 99 dry storage spaces in 30’-33’ lengths with 10.5’ width; 13 vessel rig overflow spaces	\$91,638
<i>C5.0 &amp; C5.1</i>	7BDS: 99 dry storage spaces in a variety of lengths with 10’ width; 11 vessel rig overflow spaces	\$72,989
<i>C6.0</i>	7BDS: 93 dry storage spaces in a variety of lengths with 10’ width; 20 vessel rig overflow spaces (9 inside fenced dry storage facility)	\$61,966
<i>C7.0</i>	NHDS: 95 dry storage spaces in a variety of lengths and varying widths	(\$17,510)
<i>C8.0</i>	NHDS: 106 dry storage spaces in a variety of lengths and varying widths	(\$1,800)
<i>C9.0</i>	NHDS: 86 dry storage spaces in a variety of lengths and 10’ width	(\$23,984)

Currently, fees for the 7BDS yard are based on a flat rate per space, while the paved NHDS yard bases its fees on space size. Estimated additional revenue is based on a space size fee schedule (see Attachment B, “Dry Storage Revenue Estimate”).

Staff preferred options are C5.0 (C5.1) and C9.0. The current dry storage count for 7BDS and NHDS equals 183 spaces. Options C5.0 and C9.0 increase dry storage nominally from its current 183 to 185 total spaces, but does so in a manner that improves siting of the dredge boneyard while adding a restaurant and retail operation and visitor parking.

Staff recommends soliciting a proposal from MME for further design development to include an assessment of compatibility with current zoning / permitting requirements, construction documents, specifications and a cost estimate for the preferred concepts. Since this phase of engineering work is currently not budgeted in the Capital Improvement Plan, the proposal and recommended funding source will be brought back to the Commission for consideration at a future meeting.

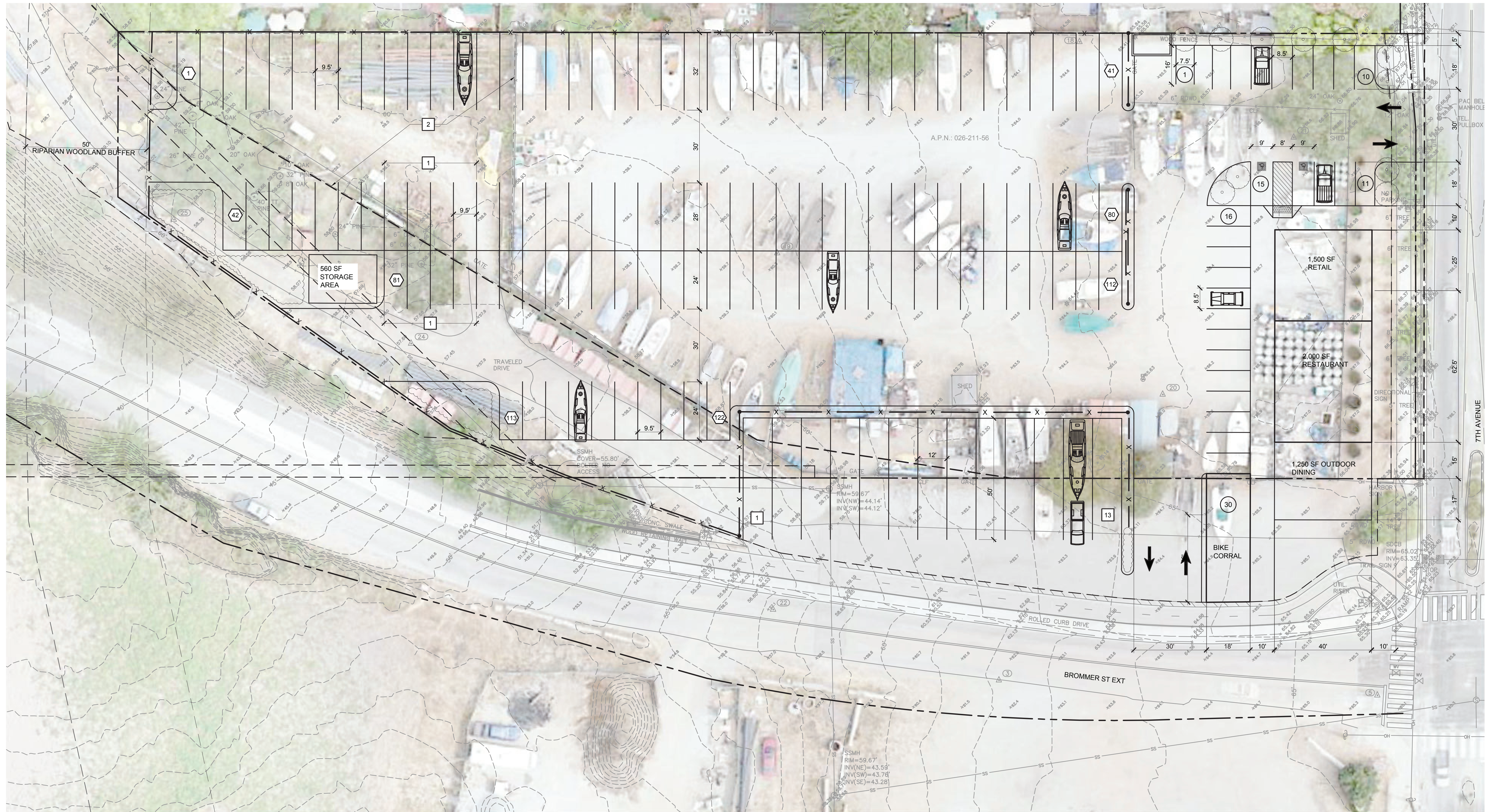
## **IMPACT ON PORT DISTRICT RESOURCES**

Anticipated annual revenue for concepts C5.0 and C9.0 is estimated at \$363,000, or approximately \$49,000 more than existing revenue of approximately \$314,000 at full capacity. Actual revenue may vary somewhat from estimates based on occupancy, or if smaller boats are relocated to larger spaces with a grandfathered rate.

The financial impact on Port District resources for planning and construction is not identified at this time, but it is anticipated that future Capital Improvement Plan funding will be required for the next phase of engineering and ultimately for project construction.

ATTACHMENTS:     A.     Mesiti Miller Engineering 7BDS Site Plan Options C1.0 – C9.0  
                      B.     Dry Storage Revenue Estimate





### 7BDS SITE PLAN OPTION 1 - 9.5' WIDE SPACES

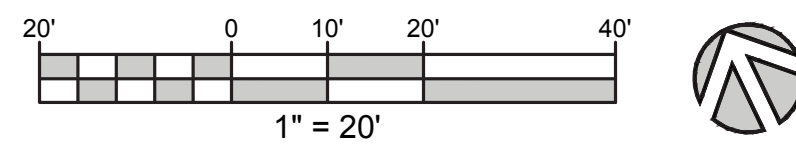
SCALE: 1" = 20'

**PARKING DEMAND**  
 RESTAURANT = 1 PER 100 SF GROSS FLOOR AREA (GFA) = 25 SPACES  
 RETAIL = 1 PER 200 SF GROSS FLOOR AREA = 5 SPACES  
 TOTAL = 30 SPACES

BIKE PARKING = 1 PER 400 GFA = 10  
 ACCESSIBLE PARKING = 2, AT LEAST 1 VAN ACCESSIBLE  
 COMPACT SPACES ALLOWED = 15 (10%), 3 PROVIDED

#### SHEET NOTES

- 1 OPTIONAL ACCESS AISLE BETWEEN ROWS, REDUCES PARKING COUNT INCREASES CIRCULATION
- 2 EXISTING DREDGE EQUIPMENT AREA TO BE REMOVED, 9,633 SF



#### SETBACKS

A.P.N.: 026-211-56  
 ADDRESS: 1025 7TH AVENUE  
 SIZE: 2.2 ACRES  
 DESIGNATION: COMMUNITY COMMERCIAL  
 ZONE: C-2  
 MINIMUM SITE AREA PER PARCEL: 10,000 SF  
 MINIMUM PARCEL FRONTAGE: 60 FT  
 MINIMUM YARDS: 10 FRONT, 0 SIDE, 0 REAR  
 MAXIMUM BUILDING HEIGHT: 3 STORIES, < 35 FT

7TH & BROMMER PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>77</b>	<b>122</b>	<b>45</b>
30'-33'	77	41	-36
28'	0	39	39
24'-26'	0	42	42
<b>RIG OVERFLOW</b>	<b>16</b>	<b>13</b>	<b>-3</b>
<b>RESTAURANT</b>	<b>0</b>	<b>30</b>	<b>30</b>
<b>TOTAL</b>	<b>93</b>	<b>165</b>	<b>72</b>

REV	DESCRIPTION	DATE
1	RELEASED FOR CLIENT REVIEW ONLY	06/16/2021

**MME**  
 CIVIL-STRUCTURAL ENGINEERING  
 224 Walnut Street, Suite 200, Santa Cruz, CA 95060  
 Phone (831) 425-9188

PRELIMINARY  
NOT FOR  
CONSTRUCTION

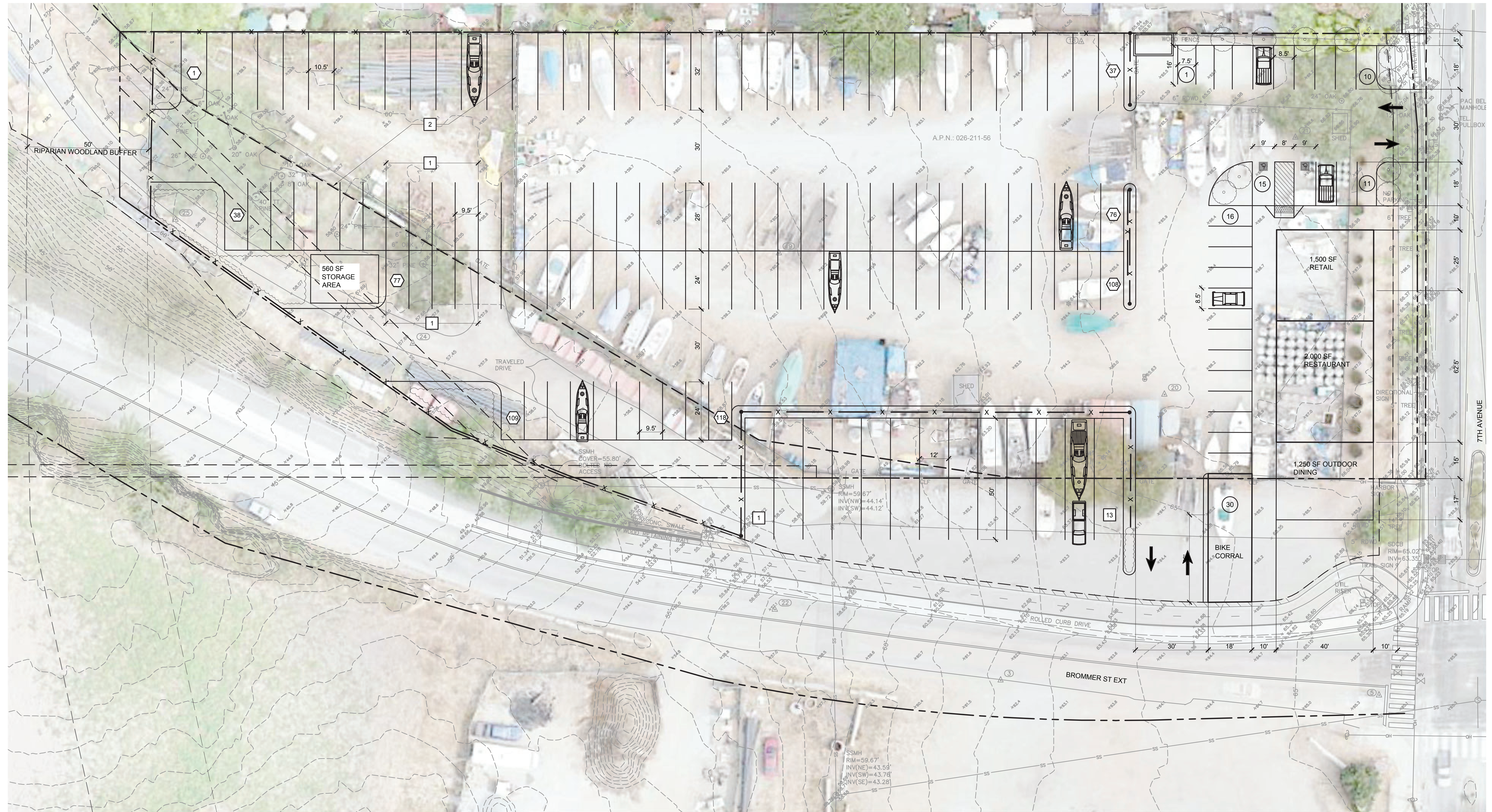
**7TH & BROMMER DESIGN STUDY**  
 PREPARED AT THE REQUEST OF  
 MARIAN OLIN, PORT DIRECTOR  
 135 5TH AVENUE  
 SANTA CRUZ, CA 95062

7BDS SITE PLAN  
OPTION 1 - 9.5' WIDE SPACES

DRAWN BY: AH  
 CHECKED BY: RC  
 JOB NUMBER: 20148  
 SHEET

**C1.0**





### 7BDS SITE PLAN OPTION 2 - 9.5' & 10.5' WIDE SPACES

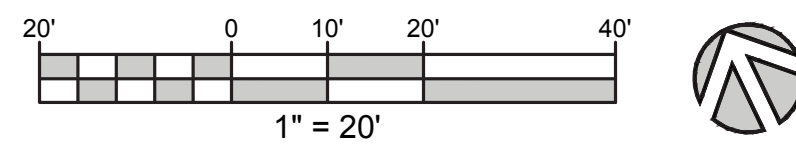
SCALE: 1" = 20'

**PARKING DEMAND**  
 RESTAURANT = 1 PER 100 SF GROSS FLOOR AREA (GFA) = 25 SPACES  
 RETAIL = 1 PER 200 SF GROSS FLOOR AREA = 5 SPACES  
 TOTAL = 30 SPACES

BIKE PARKING = 1 PER 400 GFA = 10  
 ACCESSIBLE PARKING = 2, AT LEAST 1 VAN ACCESSIBLE  
 COMPACT SPACES ALLOWED = 15 (10%), 3 PROVIDED

#### SHEET NOTES

- 1 OPTIONAL ACCESS AISLE BETWEEN ROWS, REDUCES PARKING COUNT INCREASES CIRCULATION
- 2 EXISTING DREDGE EQUIPMENT AREA TO BE REMOVED, 9,633 SF



#### SETBACKS

A.P.N.: 026-211-56  
 ADDRESS: 1025 7TH AVENUE  
 SIZE: 2.2 ACRES  
 DESIGNATION: COMMUNITY COMMERCIAL  
 ZONE: C-2  
 MINIMUM SITE AREA PER PARCEL: 10,000 SF  
 MINIMUM PARCEL FRONTAGE: 60 FT  
 MINIMUM YARDS: 10 FRONT, 0 SIDE, 0 REAR  
 MAXIMUM BUILDING HEIGHT: 3 STORIES, < 35 FT

7TH & BROMMER PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>77</b>	<b>118</b>	<b>41</b>
30'-33'	77	37	-40
28'	0	39	39
24'-26'	0	42	42
<b>RIG OVERFLOW</b>	<b>16</b>	<b>13</b>	<b>-3</b>
<b>RESTAURANT</b>	<b>0</b>	<b>30</b>	<b>30</b>
<b>TOTAL</b>	<b>93</b>	<b>161</b>	<b>68</b>

REV	DESCRIPTION	BY	DATE
1	RELEASED FOR CLIENT REVIEW ONLY	RC	06/16/2021



PRELIMINARY  
NOT FOR  
CONSTRUCTION

7TH & BROMMER DESIGN STUDY  
 PREPARED AT THE REQUEST OF  
 MARIAN OLIN, PORT DIRECTOR  
 135 5TH AVENUE  
 SANTA CRUZ, CA 95062

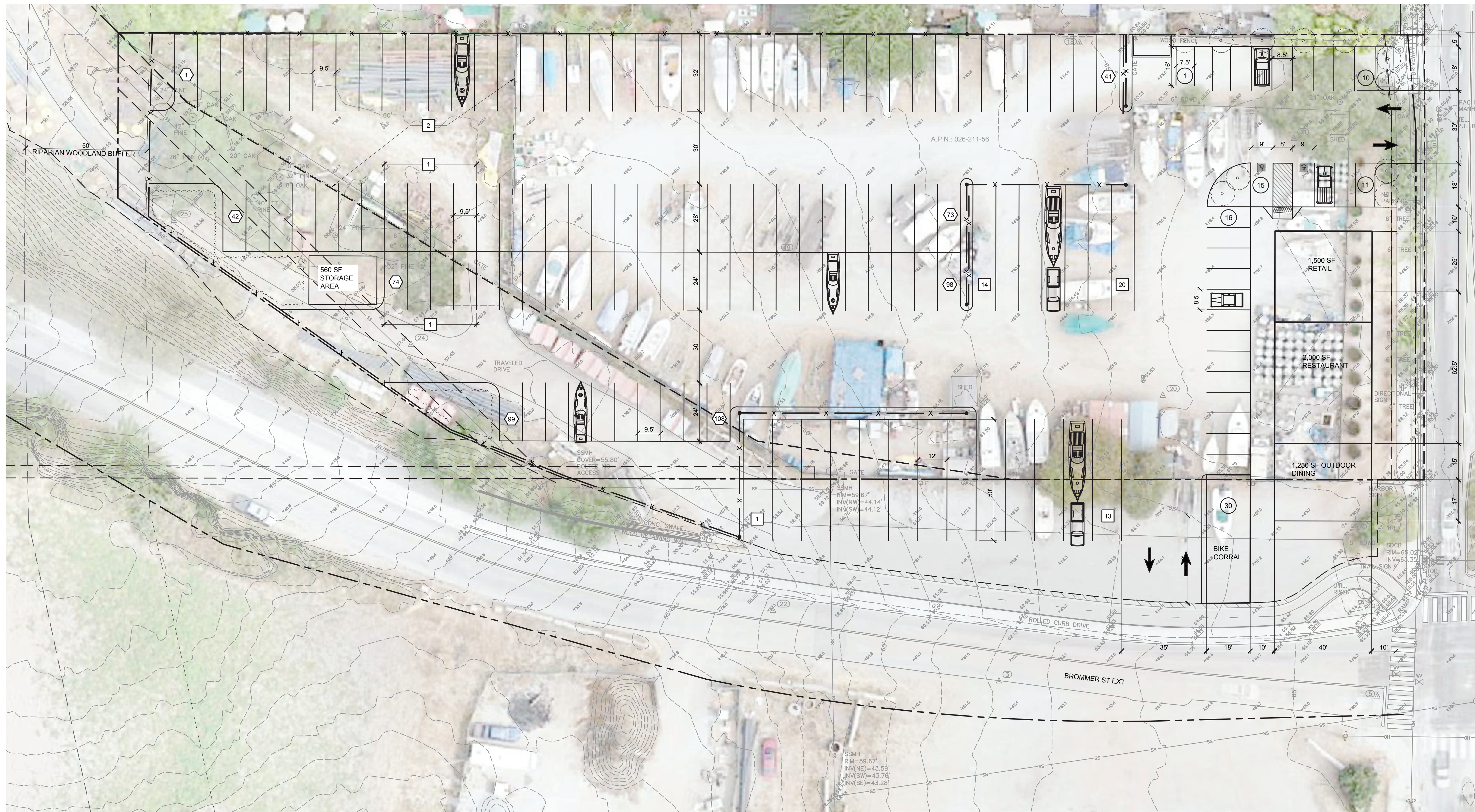
7BDS SITE PLAN  
 OPTION 2 - 9.5' & 10.5' WIDE SPACES

DRAWN BY: AH  
 CHECKED BY: RC  
 JOB NUMBER: 20148

SHEET

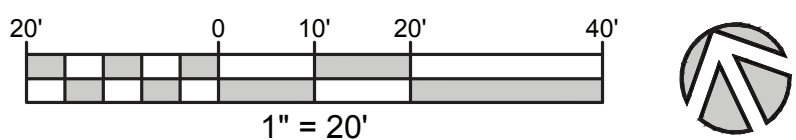
C2.0





### 7BDS SITE PLAN OPTION 3 - EXTRA RIG PARKING

SCALE: 1" = 20'



**PARKING DEMAND**  
 RESTAURANT= 1 PER 100 SF GROSS FLOOR AREA (GFA) = 25 SPACES  
 RETAIL= 1 PER 200 SF GROSS FLOOR AREA = 5 SPACES  
 TOTAL = 30 SPACES

BIKE PARKING = 1 PER 400 GFA = 10  
 ACCESSIBLE PARKING = 2, AT LEAST 1 VAN ACCESSIBLE  
 COMPACT SPACES ALLOWED = 15 (10%), 3 PROVIDED

#### SHEET NOTES

- 1 OPTIONAL ACCESS AISLE BETWEEN ROWS, REDUCES PARKING COUNT INCREASES CIRCULATION
- 2 EXISTING DREDGE EQUIPMENT AREA TO BE REMOVED, 9,633 SF

**SETBACKS**  
 A.P.N.: 026-211-56  
 ADDRESS: 1025 7TH AVENUE  
 SIZE: 2.2 ACRES  
 DESIGNATION: COMMUNITY COMMERCIAL  
 ZONE: C-2  
 MINIMUM SITE AREA PER PARCEL: 10,000 SF  
 MINIMUM PARCEL FRONTAGE: 60 FT  
 MINIMUM YARDS: 10 FRONT, 0 SIDE, 0 REAR  
 MAXIMUM BUILDING HEIGHT: 3 STORIES, < 35 FT

7TH & BROMMER PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>77</b>	<b>108</b>	<b>31</b>
30'-33'	77	41	-36
28'	0	32	32
24'-26'	0	35	35
<b>RIG OVERFLOW</b>	<b>16</b>	<b>20</b>	<b>4</b>
<b>RESTAURANT</b>	<b>0</b>	<b>30</b>	<b>30</b>
<b>TOTAL</b>	<b>93</b>	<b>158</b>	<b>65</b>

DATE	06/16/2021	DESCRIPTION	
BY	RC	REV	RELEASED FOR CLIENT REVIEW ONLY
REV	△	REV	△
REV	△	REV	△
REV	△	REV	△
REV	△	REV	△
<b>MME</b> CIVIL-STRUCTURAL ENGINEERING 224 Wainwright Blvd., Suite 100, Santa Cruz, CA 95060 Phone (831) 425-9188			
PRELIMINARY NOT FOR CONSTRUCTION			
<b>7TH &amp; BROMMER DESIGN STUDY</b> PREPARED AT THE REQUEST OF MARIAN OLIN, PORT DIRECTOR 135 5TH AVENUE SANTA CRUZ, CA 95062			
DRAWN BY:	AH	CHECKED BY:	RC
JOB NUMBER:	20148	SHEET	
C3.0			





### 7BDS SITE PLAN OPTION 4 - MORE 32' LONG SPACES

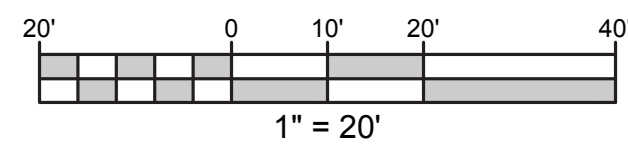
SCALE: 1" = 20'

**PARKING DEMAND**  
 RESTAURANT= 1 PER 100 SF GROSS FLOOR AREA (GFA) = 25 SPACES  
 RETAIL= 1 PER 200 SF GROSS FLOOR AREA = 5 SPACES  
 TOTAL = 30 SPACES

BIKE PARKING = 1 PER 400 GFA = 10  
 ACCESSIBLE PARKING = 2, AT LEAST 1 VAN ACCESSIBLE  
 COMPACT SPACES ALLOWED = 15 (10%), 3 PROVIDED

#### SHEET NOTES

- 1 OPTIONAL ACCESS AISLE BETWEEN ROWS, REDUCES PARKING COUNT INCREASES CIRCULATION
- 2 EXISTING DREDGE EQUIPMENT AREA TO BE REMOVED, 9,633 SF



#### SETBACKS

A.P.N.: 026-211-56  
 ADDRESS: 1025 7TH AVENUE  
 SIZE: 2.2 ACRES  
 DESIGNATION: COMMUNITY COMMERCIAL  
 ZONE: C-2  
 MINIMUM SITE AREA PER PARCEL: 10,000 SF  
 MINIMUM PARCEL FRONTAGE: 60 FT  
 MINIMUM YARDS: 10 FRONT, 0 SIDE, 0 REAR  
 MAXIMUM BUILDING HEIGHT: 3 STORIES, < 35 FT

7TH & BROMMER PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>77</b>	<b>99</b>	<b>22</b>
30'-33'	77	99	22
28'	0	0	0
24'-26'	0	0	0
<b>RIG OVERFLOW</b>	<b>16</b>	<b>13</b>	<b>-3</b>
<b>RESTAURANT</b>	<b>0</b>	<b>30</b>	<b>30</b>
<b>TOTAL</b>	<b>93</b>	<b>142</b>	<b>49</b>



### 7TH & BROMMER DESIGN STUDY

PREPARED AT THE REQUEST OF  
 MARIAN OLIN, PORT DIRECTOR  
 135 5TH AVENUE  
 SANTA CRUZ, CA 95062

PRELIMINARY  
NOT FOR  
CONSTRUCTION

7BDS SITE PLAN  
OPTION 4 - MORE 32' LONG SPACES

DRAWN BY: AH

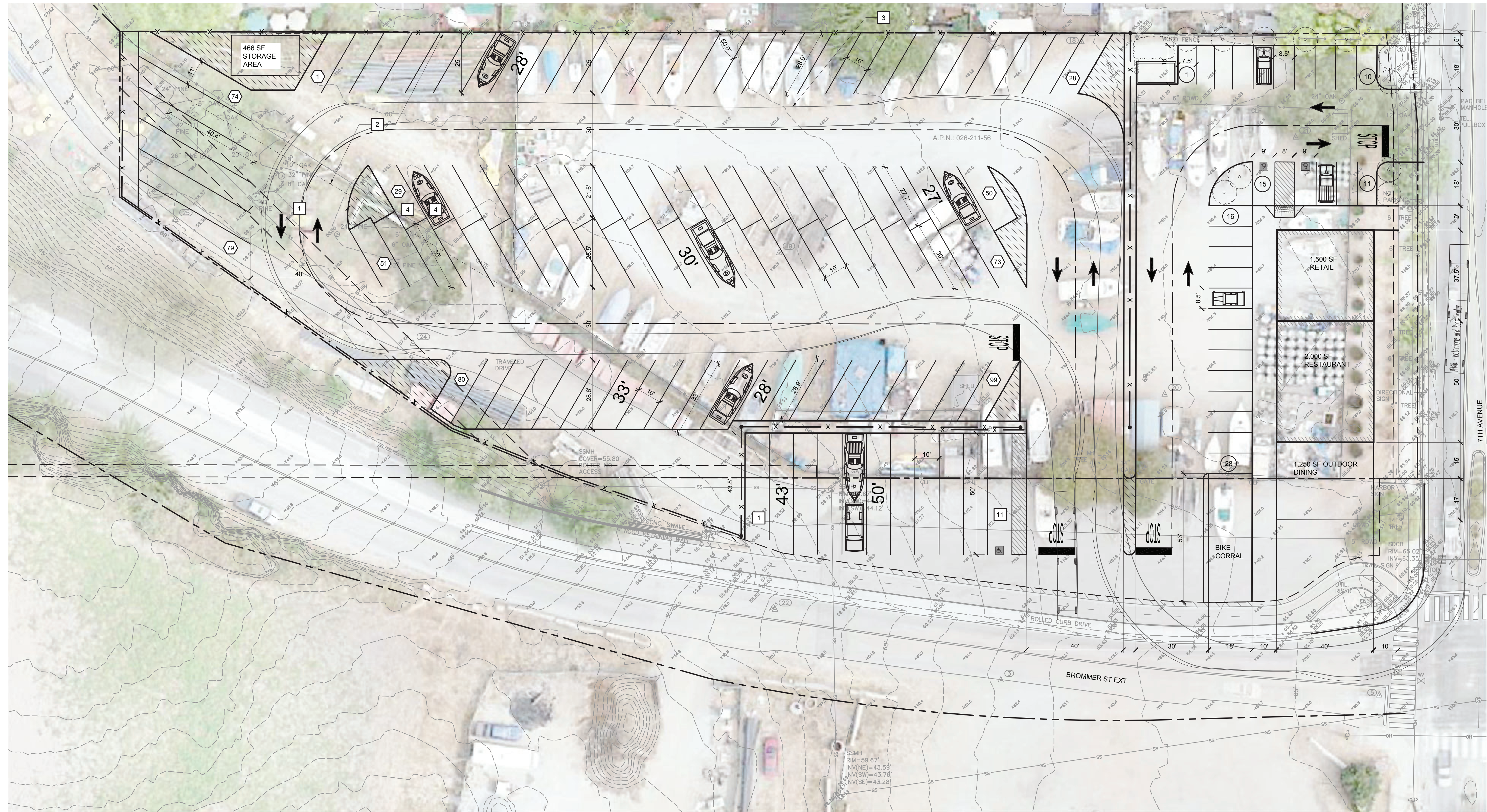
CHECKED BY: RC

JOB NUMBER: 20148

SHEET

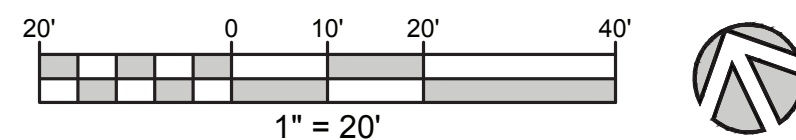
C4.0





### 7BDS SITE PLAN OPTION 5 - 60° ANGLED SPACES

SCALE: 1" = 20'



**PARKING DEMAND**  
 RESTAURANT = 1 PER 100 SF GROSS FLOOR AREA (GFA) = 20 SPACES  
 RETAIL = 1 PER 200 SF GROSS FLOOR AREA = 8 SPACES  
 TOTAL = 28 SPACES

BIKE PARKING = 1 PER 400 GFA = 9  
 ACCESSIBLE PARKING = 2, AT LEAST 1 VAN ACCESSIBLE  
 COMPACT SPACES ALLOWED = 15 (10%), 3 PROVIDED

#### SHEET NOTES

- 1 ACCESS AISLE BETWEEN ROWS, REDUCES PARKING COUNT INCREASES CIRCULATION
- 2 EXISTING DREDGE EQUIPMENT AREA TO BE REMOVED, 9,633 SF
- 3 SWEEP PATH ANALYSIS OF MOTORHOME WITH BOAT TRAILER. THIS DESIGN VEHICLE HAS A LARGER, WORST CASE TURNING CIRCLE THAN A 45 FT BUS AND A 20 FT TRUCK WITH A 20 FT TRAILER
- 4 SPACES ACCESSIBLE WITH SMALLER TOW VEHICLE

**SETBACKS**  
 A.P.N.: 026-211-56  
 ADDRESS: 1025 7TH AVENUE  
 SIZE: 2.2 ACRES  
 DESIGNATION: COMMUNITY COMMERCIAL  
 ZONE: C-2  
 MINIMUM SITE AREA PER PARCEL: 10,000 SF  
 MINIMUM PARCEL FRONTAGE: 60 FT  
 MINIMUM YARDS: 10 FRONT, 0 SIDE, 0 REAR  
 MAXIMUM BUILDING HEIGHT: 3 STORIES, < 35 FT

**EXISTING CONDITIONS NOTES:**  
 EXISTING SPACES AT NORTH HARBOR DRY STORAGE ARE 9.5' TO 10' WIDE  
 EXISTING PULL-THROUGH SPACES AT BOAT RAMP ARE 10' TO 10.5' WIDE

7TH & BROMMER PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	77	99	22
30'-33'	77	29	-48
28'	0	48	48
24'-27'	0	22	22
<b>RIG OVERFLOW</b>	16	11	-5
<b>RESTAURANT</b>	0	28	28
<b>TOTAL</b>	<b>93</b>	<b>138</b>	<b>45</b>

#### DESIGN VEHICLE

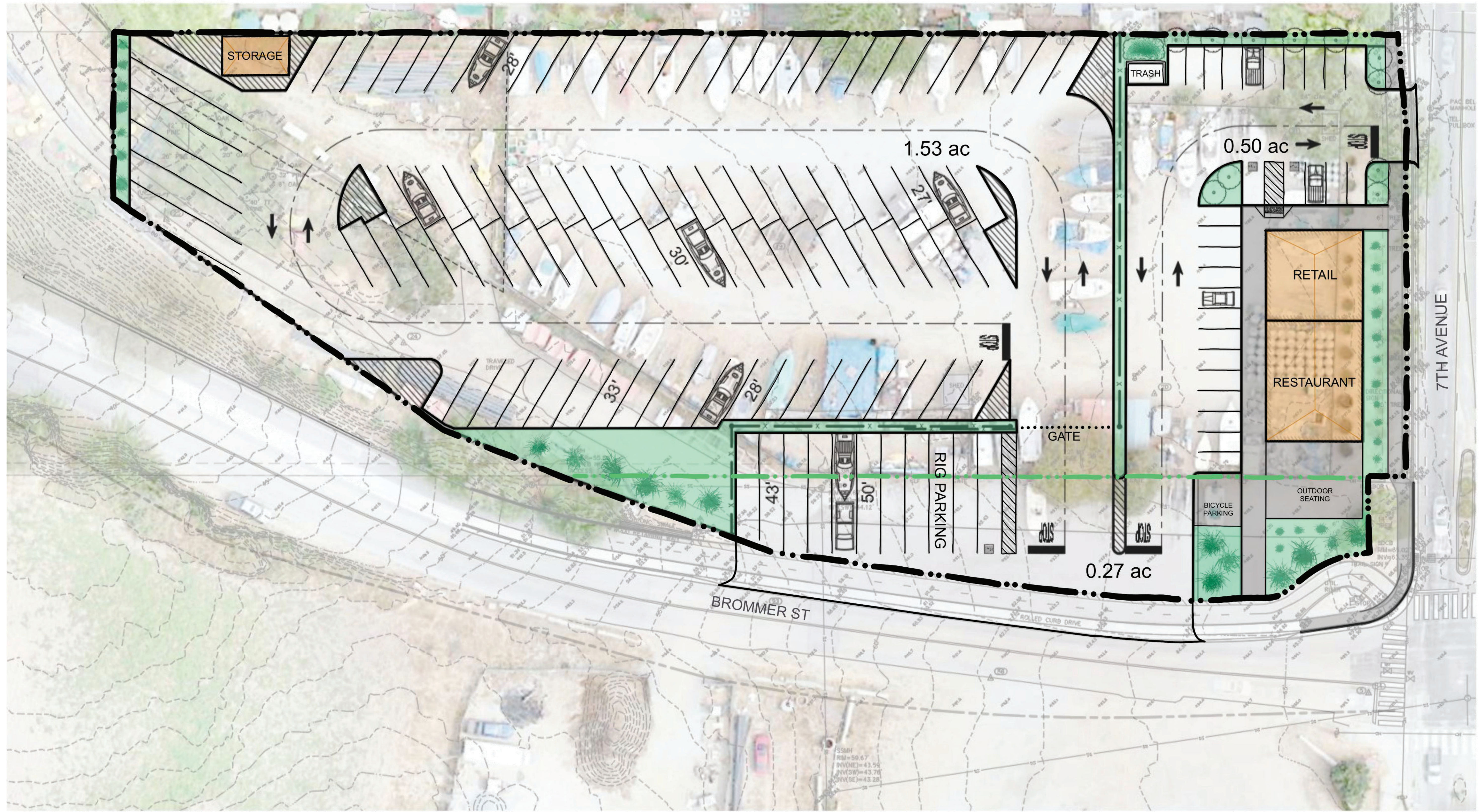
**MOTORHOME -**  
 30FT LONG X 8FT WIDE WITH 20FT CHASSIS

**TRAILER -**  
 20FT LONG X 8FT WIDE, 15FT FROM HITCH TO WHEEL BASE

FORWARD DESIGN SPEED = 5 MPH  
 REVERSE DESIGN SPEED = 2.5 MPH

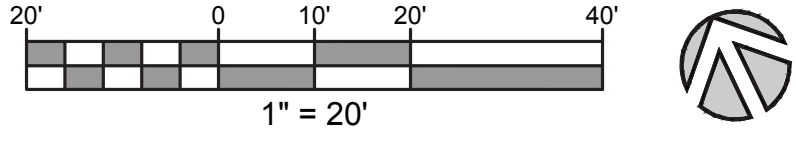
DATE	06/16/2021	BY	RC	DESCRIPTION
REV	1	RELEASED FOR CLIENT REVIEW ONLY		
<b>MME</b> CIVIL-STRUCTURAL ENGINEERING 224 Wainwright Santa Cruz, CA 95060 Phone (831) 425-3188				
PRELIMINARY NOT FOR CONSTRUCTION				
<b>7TH &amp; BROMMER DESIGN STUDY</b> PREPARED AT THE REQUEST OF MARIAN OLIN, PORT DIRECTOR 135 5TH AVENUE SANTA CRUZ, CA 95062				
7BDS SITE PLAN OPTION 5 - 60° ANGLED SPACES				
DRAWN BY: AH CHECKED BY: RC JOB NUMBER: 20148 SHEET				
C5.0				






7BDS SITE PLAN RENDERING  
 OPTION 5 - 60° ANGLED SPACES

SCALE: 1" = 20'



DATE	06/16/2021												
BY	RC												
DESCRIPTION	RELEASED FOR CLIENT REVIEW ONLY												
REV	<table border="1"> <tr><td>1</td><td>Δ</td><td></td></tr> <tr><td>2</td><td>Δ</td><td></td></tr> <tr><td>3</td><td>Δ</td><td></td></tr> <tr><td>4</td><td>Δ</td><td></td></tr> </table>	1	Δ		2	Δ		3	Δ		4	Δ	
1	Δ												
2	Δ												
3	Δ												
4	Δ												
 MME CIVIL-STRUCTURAL ENGINEERING 224 Walnut St., Suite 103, Santa Cruz, CA 95060 Phone (831) 426-9188													
PRELIMINARY NOT FOR CONSTRUCTION													
7TH & BROMMER DESIGN STUDY PREPARED AT THE REQUEST OF MARIAN OLIN, PORT DIRECTOR 135 5TH AVENUE SANTA CRUZ, CA 95062													
7BDS SITE PLAN OPTION 5 - 60° ANGLED SPACES													
DRAWN BY:	AH												
CHECKED BY:	RC												
JOB NUMBER:	20148												
SHEET													
C5.1													
78													

I:\20148 SCPD - 7th & Brommer Design Study - Phase 2\dwg\C5.1 - FOR IMAGE.dwg, 6/16/2021 10:30:43 AM, DWG TO PDF.pcs



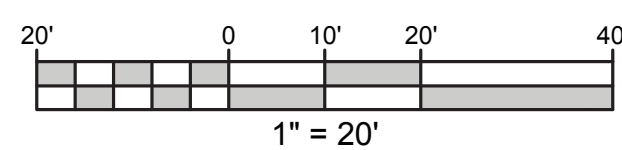






**NORTH HARBOR SITE PLAN  
OPTION 7 - EX PARKING LAYOUT**

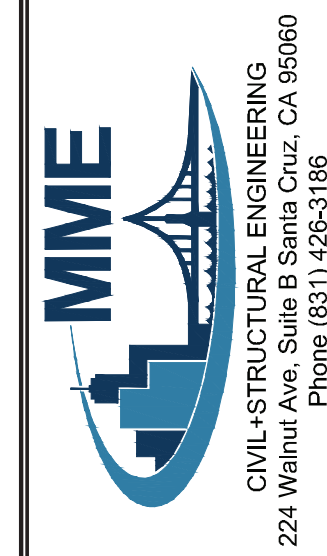
SCALE: 1" = 20'



NORTH HARBOR PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>106</b>	<b>95</b>	<b>-11</b>
30'-33'	35	35	0
28'	42	42	0
24'-26'	29	18	-11
<b>DREDGE AREA (SF)</b>	<b>13,159</b>	<b>21,944</b>	<b>8,785</b>

NOTE: 9,633 SF STORAGE YARD AT 7TH AND BROMMER TO BE REMOVED

REV	DESCRIPTION	BY	DATE
1	RELEASED FOR CLIENT REVIEW ONLY	RC	06/16/2021



PRELIMINARY  
NOT FOR  
CONSTRUCTION

**7TH & BROMMER DESIGN STUDY**  
PREPARED AT THE REQUEST OF  
MARIAN OLIN, PORT DIRECTOR  
135 5TH AVENUE  
SANTA CRUZ, CA 95062

NORTH HARBOR SITE PLAN  
OPTION 7 - EX PARKING LAYOUT

DRAWN BY: AH  
CHECKED BY: RC

JOB NUMBER: 20148

SHEET

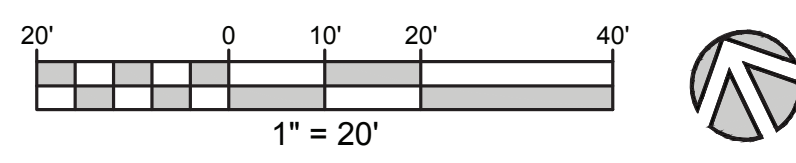
**C7.0**





**NORTH HARBOR SITE PLAN  
OPTION 8 - NEW PARKING LAYOUT**

SCALE: 1" = 20'



NORTH HARBOR PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>106</b>	<b>106</b>	<b>0</b>
30'-33'	35	46	11
28'	42	20	-22
24'-26'	29	40	11
<b>DREDGE AREA (SF)</b>	<b>13,159</b>	<b>24,732</b>	<b>11,573</b>

NOTE: 9,633 SF STORAGE YARD AT 7TH AND BROMMER TO BE REMOVED

REV	BY	DATE	DESCRIPTION
1	RC	06/16/2021	RELEASED FOR CLIENT REVIEW ONLY
2			
3			
4			
<b>MME</b> CIVIL-STRUCTURAL ENGINEERING 224 Walnut Street, Suite 200, Santa Cruz, CA 95060 Phone (831) 425-9189			
PRELIMINARY NOT FOR CONSTRUCTION			
<b>7TH &amp; BROMMER DESIGN STUDY</b> PREPARED AT THE REQUEST OF MARIAN OLIN, PORT DIRECTOR 135 5TH AVENUE SANTA CRUZ, CA 95062			
NORTH HARBOR SITE PLAN OPTION 8 - NEW PARKING LAYOUT			
DRAWN BY:		AH	
CHECKED BY:		RC	
JOB NUMBER:		20148	
SHEET			
<b>C8.0</b>			
81			



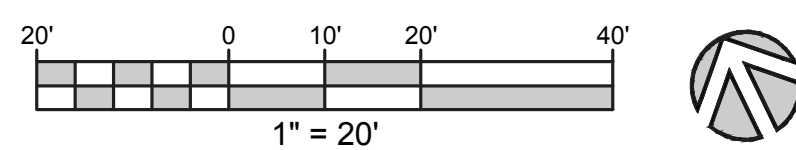


### NORTH HARBOR SITE PLAN OPTION 9 - NEW ANGLED PARKING

SCALE: 1" = 20'

#### SHEET NOTES

- 1 ACCESS AISLE BETWEEN ROWS, REDUCES PARKING COUNT INCREASES CIRCULATION
- 2 NEW DREDGE EQUIPMENT AREA
- 3 SWEEP PATH ANALYSIS OF MOTORHOME WITH BOAT TRAILER. THIS DESIGN VEHICLE HAS A LARGER, WORST CASE TURNING CIRCLE THAN A 45 FT BUS AND A 20 FT TRUCK WITH A 20 FT TRAILER



EXISTING CONDITIONS NOTES:  
EXISTING SPACES AT NORTH HARBOR DRY STORAGE ARE 9.5' TO 10' WIDE  
EXISTING PULL-THROUGH SPACES AT BOAT RAMP ARE 10' TO 10.5' WIDE

NORTH HARBOR PARKING COUNT			
	EXISTING	PROPOSED	CHANGE
<b>DRY STORAGE</b>	<b>106</b>	<b>86</b>	<b>-20</b>
30'-33'	35	65	30
28'	42	21	-21
24'-26'	29	0	-29
<b>DREDGE AREA (SF)</b>	<b>13,159</b>	<b>24,732</b>	<b>11,573</b>

NOTE: 9,633 SF STORAGE YARD AT 7TH AND BROMMER TO BE REMOVED

#### DESIGN VEHICLE

MOTORHOME -  
30FT LONG X 8FT WIDE WITH 20FT CHASSIS

TRAILER -  
20FT LONG X 8FT WIDE, 15FT FROM HITCH TO WHEEL BASE

FORWARD DESIGN SPEED = 5 MPH  
REVERSE DESIGN SPEED = 2.5 MPH

REV	DESCRIPTION	BY	DATE
1	RELEASED FOR CLIENT REVIEW ONLY	RC	06/16/2021

PRELIMINARY  
NOT FOR  
CONSTRUCTION

**7TH & BROMMER DESIGN STUDY**  
PREPARED AT THE REQUEST OF  
MARIAN OLIN, PORT DIRECTOR  
135 5TH AVENUE  
SANTA CRUZ, CA 95062

NORTH HARBOR SITE PLAN  
OPTION 9 - NEW ANGLED PARKING

DRAWN BY: AH  
CHECKED BY: RC  
JOB NUMBER: 20148

SHEET  
**C9.0**



**7th and Brommer Dry Storage  
Dry Storage Revenue Estimate  
22-Jun-21**

**Rates:**                    **7BDS**        **30'-33'**        **28'**        **24'-26'**  
                                  \$123.96       \$173.55       \$159.92       \$132.65

<b>Option</b>	<b>Existing</b>	<b>Existing Revenue</b>	<b>Proposed</b>	<b>Proposed Revenue</b>	<b>Monthly Change</b>	<b>Annual Change</b>
<b>Option C1.0</b>						
30'-33'	77	\$9,544.92	41	\$7,115.55		
28'	0		39	\$6,236.88		
24-26'	0		42	\$5,571.30		
	<b>77</b>	<b>\$9,544.92</b>	<b>122</b>	<b>\$18,923.73</b>	<b>\$9,378.81</b>	<b>\$112,545.72</b>
<b>Option C2.0</b>						
30'-33'	77	\$9,544.92	37	\$6,421.35		
28'	0		39	\$6,236.88		
24-26'	0		42	\$5,571.30		
	<b>77</b>	<b>\$9,544.92</b>	<b>118</b>	<b>\$18,229.53</b>	<b>\$8,684.61</b>	<b>\$104,215.32</b>
<b>Option C3.0</b>						
30'-33'	77	\$9,544.92	41	\$7,115.55		
28'	0		32	\$5,117.44		
24-26'	0		35	\$4,642.75		
	<b>77</b>	<b>\$9,544.92</b>	<b>108</b>	<b>\$16,875.74</b>	<b>\$7,330.82</b>	<b>\$87,969.84</b>
<b>Option C4.0</b>						
30'-33'	77	\$9,544.92	99	\$17,181.45		
28'	0		0	\$0.00		
24-26'	0		0	\$0.00		
	<b>77</b>	<b>\$9,544.92</b>	<b>99</b>	<b>\$17,181.45</b>	<b>\$7,636.53</b>	<b>\$91,638.36</b>
<b>Option C5.0 &amp; C5.1</b>						
30'-33'	77	\$9,544.92	29	\$5,032.95		
28'	0		48	\$7,676.16		
24-26'	0		22	\$2,918.30		
	<b>77</b>	<b>\$9,544.92</b>	<b>99</b>	<b>\$15,627.41</b>	<b>\$6,082.49</b>	<b>\$72,989.88</b>
<b>Option C6.0</b>						
30'-33'	77	\$9,544.92	32	\$5,553.60		
28'	0		39	\$6,236.88		
24-26'	0		22	\$2,918.30		
	<b>77</b>	<b>\$9,544.92</b>	<b>93</b>	<b>\$14,708.78</b>	<b>\$5,163.86</b>	<b>\$61,966.32</b>
<b>NHDS</b>						
<b>Option C7.0</b>						
30'-33'	35	\$6,074.25	35	\$6,074.25		
28'	42	\$6,716.64	42	\$6,716.64		
24-26'	29	\$3,846.85	18	\$2,387.70		
	<b>106</b>	<b>\$16,637.74</b>	<b>95</b>	<b>\$15,178.59</b>	<b>(\$1,459.15)</b>	<b>(\$17,509.80)</b>
<b>NHDS</b>						
<b>Option C8.0</b>						
30'-33'	35	\$6,074.25	46	\$7,983.30		
28'	42	\$6,716.64	20	\$3,198.40		
24-26'	29	\$3,846.85	40	\$5,306.00		
	<b>106</b>	<b>\$16,637.74</b>	<b>106</b>	<b>\$16,487.70</b>	<b>(\$150.04)</b>	<b>(\$1,800.48)</b>
<b>NHDS</b>						
<b>Option C9.0</b>						
30'-33'	35	\$6,074.25	65	\$11,280.75		
28'	42	\$6,716.64	21	\$3,358.32		
24-26'	29	\$3,846.85	0	\$0.00		
	<b>106</b>	<b>\$16,637.74</b>	<b>86</b>	<b>\$14,639.07</b>	<b>(\$1,998.67)</b>	<b>(\$23,984.04)</b>





TO: Port Commission  
FROM: Marian Olin, Port Director  
DATE: June 14, 2021  
SUBJECT: Approval of Ordinance 21-06 and Lease for Johnny's Harborside restaurant, 493B Lake Avenue, Santa Cruz

**Recommendation:** *Approve Ordinance 21-06, awarding a 10-year lease with 2, 5-year options to Johnny's Harborside restaurant located at 493B Lake Avenue, Santa Cruz, CA, commencing September 1, 2021.*

## BACKGROUND

The Santa Cruz Port District ("District") and Johnny's Harborside (Richard Kash, Ciera Kash and Dan Agostinis) are currently parties to a lease expiring August 15, 2021, for a restaurant operation on the second story of 493 Lake Avenue, above the commercial fish buyer's tenant space. The lease between the District and former Rosa's Restaurant operators Fuego and Hielo (Gutierrez / vonRhau) commenced on February 16, 1994. The original lease had two options which extended the term through August 15, 2005, though over the years there were six lease amendments revising various terms; and assignments to various operators including Aguirre / Nylen; John Mesa (who changed the restaurant format and name to Johnny's Harborside), and Jeff and Sheri Moise.

The current owners of Johnny's Harborside are interested in continuing their tenancy and the restaurant operation beyond August 2021, and have engaged in negotiations on a new lease. Major terms of the new lease are detailed below.

## ANALYSIS

### Terms

As noted above, the current lease between the District and Johnny's Harborside expires on August 15, 2021. Johnny's Harborside will be in a holdover position under the current lease until the new lease becomes effective on September 1, 2021. The new lease is appended as Attachment B. The following summarizes lease terms:

Tenant: Harbor Culinary Enterprises, Inc., dba Johnny's Harborside ("Tenant")  
Space: Property located at 493B Lake Avenue (approx. 2,400 SF on the second story and 60 SF of exterior space accommodating a refrigeration unit)  
Term: 10 years, commencing September 1, 2021  
Options: 2, 5-year options

Base Rent: Initially \$7,500/month; adjusted on September 1, 2022, to \$8,500/month; adjusted September 1, 2023, to \$9,000/month. Thereafter, commencing April 1, 2025, base rent shall be adjusted annually by CPI (SF-Oak-Hayward). In no event shall the Base Rent for any year be less than the Base Rent for the preceding year

Percentage Rent: 6.5% of gross income

Additional Rent: \$109/month, adjusted annually by CPI

Use: Restaurant

Tenant Improvements: Tenant may, subject to terms and conditions outlined in the lease, construct a second story dining deck on the west side of the building which shall not exceed 430 SF. Tenant may be eligible for a 10-year rent credit against Fixed Minimum Rent and Percentage Rent based on the deck construction cost, but not to exceed \$175,000. The maximum monthly rent credit shall not exceed \$1,458.33 for one hundred twenty (120) months

Taxes / Insurance: Commercial general liability in the amount of \$2 million with Santa Cruz Port District named as additional insured. Other insurance requirements as defined in the lease. Tenant shall pay taxes and prorated share of insurance costs

Guaranty: Lease personally guaranteed by Richard Kash (Exhibit C)

**Harbors and Navigation (H&N) Code**

Sections 6200 et seq. of the State of California H&N Code govern Port Districts. H&N Code Section 6270 stipulates that leases of longer than 10 years are approved by Ordinance.

Ordinance 21-06 (Attachment A) recommended for adoption authorizes the form, terms and execution of the lease agreement between the District and Johnny’s Harborside. The Ordinance was advertised in accordance with H&N Code Section 6270.

**IMPACT ON PORT DISTRICT RESOURCES**

Commencing with the new lease term, Johnny’s Harborside’s base rent will increase from \$6,546/month to \$7,500/month. Percentage rent, at 6.5%, is unchanged from the current lease.

While Johnny’s Harborside has estimated the new deck could generate an estimated \$700,000 in additional revenue, a more conservative approach to analyzing potential revenue is shown on next page.



The following is an analysis of rent paid by Johnny’s Harborside for FY19, FY20, FY21 and future estimates based on the minimum annual revenue required to be eligible for the deck rent credit in accordance with the new lease terms. It is anticipated that Johnny’s Harborside percent rent will exceed minimum annual revenue requirements defined in the lease.

	Actual Rent			New Lease Commencing 9-1-21*	
	FY19	FY20	FY21	Years 1-3	Years 4+
<i>Reported Sales</i>	\$2,757,335	\$2,409,201	\$ 318,605	\$2,000,000	\$2,500,000
Base Rent	\$ 82,773	\$ 86,172	\$ 107,130	\$ 90,000	\$ 110,700 **
% Rent	96,454	73,343	-0-	40,000	51,800
<b>Total</b>	<b>\$ 179,227</b>	<b>\$ 159,515</b>	<b>\$ 107,130</b>	<b>\$ 130,000</b>	<b>\$ 162,500</b>
Less Rent Credit	-0-	-0-	-0-	17,500	17,500
<b>Adjusted Total</b>	<b>\$ 179,227</b>	<b>\$ 159,515</b>	<b>\$ 107,130</b>	<b>\$ 112,500</b>	<b>\$ 145,000</b>

\* Estimate only based on minimum annual revenue generation. Actual percent rent is anticipated to exceed this estimate as the restaurant industry recovers from the COVID-19 pandemic.

\*\* Assume \$9,000/mo base rent adjusted by 2.5% CPI years 4+.

- ATTACHMENT:
- A. Ordinance 21-06
  - B. Lease effective September 1, 2021, between Santa Cruz Port District and Harbor Culinary Enterprises, Inc., dba Johnny’s Harborside

**SANTA CRUZ PORT DISTRICT  
ORDINANCE 21-06**

**AN ORDINANCE OF THE SANTA CRUZ PORT DISTRICT COMMISSION  
OF THE SANTA CRUZ PORT DISTRICT AUTHORIZING THE FORM, TERMS AND  
EXECUTION OF A LEASE AGREEMENT BETWEEN  
SANTA CRUZ PORT DISTRICT AND HARBOR CULINARY ENTERPRISES, INC., DBA JOHNNY'S  
HARBORSIDE**

**WHEREAS**, the Santa Cruz Port District ("District") is the owner of certain real property known as 493B Lake Avenue ("Premise") in the City and County of Santa Cruz.

**WHEREAS**, the District and Harbor Culinary Enterprises, Inc. ("Tenant"), dba Johnny's Harborside, are currently parties to a lease agreement dated February 16, 1994 ("Prior Lease"), for a restaurant operation at the same location; and,

**WHEREAS**, the Prior Lease expires August 15, 2021; and,

**WHEREAS**, Tenant desires to continue its tenancy and the restaurant operation beyond the Prior Lease expiration date; and,

**WHEREAS**, the District and Tenant desire to continue their business relationship by entering into a new lease agreement effective September 1, 2021 ("2021 Lease"); and,

**WHEREAS**, Tenant will continue its tenancy on a holdover basis under the Prior Lease until the 2021 Lease commences; and,

**WHEREAS**, the 2021 Lease term is 10 years, with two, five-year options for a total of 20 years commencing as described in Paragraph 3(a) of the 2021 Lease; and,

**WHEREAS**, the District is authorized to exercise powers pursuant to the Port District Law of the State of California, being Sections 6200 et seq. of the Harbors and Navigation Code ("H&N") of the State of California, and all laws amendatory thereof or supplemental thereto, including the power to enter into franchises and leases for periods of more than ten years if authorized by Ordinance in accordance with H&N Code Section 6270; and,

**WHEREAS**, the District and Tenant have negotiated and reached agreement on terms and conditions of the 2021 Lease, and the Commission desires to authorize the execution of the 2021 Lease, by and between the District and Tenant.

**NOW, THEREFORE, BE IT ORDAINED**, by the Santa Cruz Port District Commission as follows:

**Section 1.** The Commission hereby specifically agrees to the recitals, terms, conditions, provisions, and responsibilities contained in the 2021 Lease, and authorizes execution of the 2021 Lease.

**Section 2.** The Commission authorizes the Chairman of the Commission to execute the 2021 Lease, and the Port Director, as witness, to execute attesting to the 2021 Lease.

**Section 3.** This Ordinance shall take effect after thirty (30) days from its adoption.



**THE FOREGOING ORDINANCE** of the Santa Cruz Port District Commission was duly and regularly introduced, passed and adopted at a regular meeting of the Santa Cruz Port District on the 22<sup>nd</sup> day of June, 2021, by the following vote.

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

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

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

APPROVED:

\_\_\_\_\_  
Toby Goddard, Chairman  
Santa Cruz Port District Commission

LEASE AGREEMENT BETWEEN  
SANTA CRUZ PORT DISTRICT COMMISSION,  
AS LANDLORD  
AND  
HARBOR CULINARY ENTERPRISES, INC.,  
DBA JOHNNY'S HARBORSIDE  
AS TENANT  
FOR  
RESTAURANT BUSINESS TO BE LOCATED  
IN SANTA CRUZ HARBOR  
AT 493B LAKE AVENUE, SANTA CRUZ, CALIFORNIA  
DATED: SEPTEMBER 1, 2021



**TABLE OF CONTENTS**

	<u>Page</u>
Recitals.....	1
1. Lease of Premises .....	1
2. Tenant Improvements .....	2
(a) Second Story Deck .....	2
3. Term .....	3
(a) Term .....	3
(b) First Option to Extend Lease.....	3
(c) Second Option to Extend Lease.....	3
4. Title to Improvements.....	3
5. Rent .....	3
(a) Fixed Minimum Rent or “Base Rent” .....	3
(b) Adjustments to Base Rent and Additional Rent .....	4
(c) Additional Rent .....	4
(d) Percentage Rent .....	4
(e) Lease Year .....	5
(f) Payment of Fixed Minimum Rent.....	5
(g) Delinquent Payment .....	5
(h) Security Deposit .....	5
(i) Personal Guaranty.....	6
6. Use .....	6
(a) Permitted Use as Non-Profit/Tax Exempt Status .....	6
(b) Outdoor/Public Areas .....	6
(c) Condition of Premises .....	6
(d) Provision of Services .....	7
(e) Continuous Use .....	7
(f) Refuse Disposal .....	7
(g) Hazardous Materials .....	7
(h) Effect on Navigable Waters .....	9
(i) Non-permitted Uses .....	9
(j) Compliance with Laws.....	9
7. Ownership of Improvements .....	9
(a) Title .....	9
(b) Liens .....	10

8.	Construction of Improvements.....	10
	(a) No Landlord Improvements .....	10
	(b) Tenant Improvements.....	10
	(c) Contractor Requirements.....	10
	(d) Reasonable Measures During Construction .....	11
	(e) Comply with Labor Laws .....	11
	(f) Americans with Disabilities Act .....	11
9.	Taxes and Assessments .....	11
	(a) Payable by Tenant.....	11
	(b) Substitute Taxes.....	11
10.	Insurance .....	12
	(a) Landlord’s Insurance .....	12
	(b) Tenant’s Insurance .....	12
	(c) Waiver of Subrogation .....	13
	(d) Submittal of Policies .....	13
	(e) Review of Coverage .....	14
	(f) Changes in Coverage.....	14
	(g) Primary Policy .....	14
	(h) Policy Limits .....	14
	(i) No Limit on Indemnity.....	14
	(j) Landlord’s Remedies.....	14
11.	Indemnification.....	14
	(a) Tenant’s Hold Harmless .....	14
	(b) Tenant’s Waiver of Claims.....	15
	(c) Landlord’s Hold Harmless.....	15
12.	Maintenance and Repairs .....	15
	(a) Tenant’s Obligations.....	15
	(b) Outside Areas.....	16
	(c) Landlord’s Obligations .....	16
13.	Utilities .....	16
14.	Assignment, Subletting and Licensing.....	17
	(a) Landlord’s Consent Required .....	17
	(b) Permitted Assignments, Subleases and Licenses .....	17
	(c) Encumbrances .....	17
	(d) Corporation or Partnership .....	17
15.	Damage or Destruction .....	18



(a)	Partial Damage-Insured.....	18
(b)	Partial Damage-Under or Uninsured.....	18
(c)	Total Destruction .....	18
(d)	Damage Near End of Term.....	18
(e)	Abatement of Rent.....	19
(f)	Waiver .....	19
(g)	Tenant's Property .....	19
(h)	Notice of Damage.....	19
(i)	Replacement Cost.....	19
16.	Eminent Domain .....	19
(a)	Termination .....	19
(b)	Partial Taking Renders Economically Infeasible .....	19
(c)	Partial Taking with Business Continued.....	19
(d)	Repairs.....	20
(e)	Compensation .....	20
17.	Tenant Default .....	20
18.	Remedies .....	21
(a)	Repossession .....	21
(b)	No Repossession .....	21
19.	Attorneys' Fees .....	21
20.	Removal of Property .....	22
21.	Subordination.....	22
(a)	Subordination of Lease.....	22
(b)	Execution of Documents.....	22
22.	Landlord's Right to Reenter.....	22
(a)	Peaceable Surrender.....	22
(b)	Waiver of Redemption and Stipulated Damages .....	23
23.	Reservations to Landlord .....	23
24.	Building/Premises Closure .....	23
25.	Force Majeure.....	24
26.	Notices.....	24
27.	No Commission.....	24

28.	Waiver.....	24
29.	Holding Over .....	25
30.	Parking.....	25
31.	Non-Discrimination.....	25
32.	Entry by Landlord.....	25
33.	Estoppel Certificates .....	25
34.	CASp Inspection .....	26
35.	General.....	26
	(a) Entire Agreement .....	26
	(b) Covenants and Conditions.....	26
	(c) Binding on Successors.....	27
	(d) Joint and Several Liability .....	27
	(e) Gender .....	27
	(f) Captions .....	27
	(g) Governing Law .....	27
	(h) Time of Essence.....	27
	(i) Partial Invalidity .....	27
	(j) Relationship .....	27
	(k) Corporate Authority .....	27
	(l) No Recordation .....	27
	(m) Calendar Days.....	27
	(n) Counterparts .....	27
36.	State of California Harbors and Navigation Code.....	28

List of Exhibits

- Exhibit "A" Premises Map and Diagram
- Exhibit "B" Dining Deck
- Exhibit "C" Guaranty



**SANTA CRUZ PORT DISTRICT  
LEASE AGREEMENT**

THIS LEASE is made and entered into effective as of September 1, 2021, ("Effective Date"), by and between the SANTA CRUZ PORT DISTRICT COMMISSION, a political subdivision, 135 5th Avenue, Santa Cruz, California, 95062, hereafter referred to as "Landlord," and Harbor Culinary Enterprises, Inc., a California corporation dba Johnny's Harborside, hereafter referred to as "Tenant." Landlord and Tenant are hereinafter referred to individually as "Party" or collectively as the "Parties."

RECITALS

- A. Landlord is the owner of certain real property and improvements consisting of approximately 2,400 square feet (SF) on the second story and 60 SF of exterior space of the building located at 493B Lake Avenue (the "Building"), on the east side of Santa Cruz Harbor in the City and County of Santa Cruz, State of California. The Building is more particularly shown and described in Exhibit A, attached hereto and incorporated herein.
- B. Tenant is currently doing business as Johnny's Harborside, a California corporation operating a restaurant.
- C. Landlord and Tenant desire to continue their business relationship after termination of the Lease dated February 16, 1994, and all subsequent amendments which ends on August 15, 2021, by entering into this Lease, which has an Effective Date of September 1, 2021.
- D. The leased areas comprise a total of 2,400 SF of interior restaurant space and a 60 SF exterior space accommodating refrigeration equipment, which are collectively referred to as the "Premises" shown in Exhibit A.
- E. Landlord desires to lease the Premises to Tenant for the operation of Johnny's Harborside restaurant in accordance with all terms and conditions of this Lease.

AGREEMENT TERMS

NOW, THEREFORE, in furtherance of the foregoing Recitals, which are incorporated herein, and in consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Lease of Premises.

(a) Effective September 1, 2021, Landlord hereby agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, for the designated term, at the rental, and upon the other terms and conditions contained herein.

2. Tenant Improvements. Tenant shall purchase at its expense, and install or construct on the Premises, at its sole cost and expense, any equipment, furnishings and improvements required for the operation of Johnny's Harborside to properly conduct the business ("Tenant Improvements"). All proposed improvements must be pre-approved, in writing by Landlord, properly permitted by the City of Santa Cruz and any and all other regulatory agencies with permitting jurisdiction prior to construction or installation, and in compliance with all applicable laws.

(a) Second Story Deck. Tenant is committed to constructing a second story exterior dining deck on the western side of the building ("Dining Deck") which shall not exceed 430 SF . Tenant is responsible for the design and construction of the Tenant Improvements and the Dining Deck at Tenant's sole cost and expense. The conceptual plans for the Dining Deck are attached hereto as Exhibit B. The final plans shall be substantially similar to the conceptual plans. Final plans are subject to the review and approval of the Landlord, which shall not be unreasonably withheld, and prior written consent from the first floor tenant and resident fish buyer. Tenant may make changes to the plans, provided that Landlord shall be notified of and shall approve any material modifications. Tenant shall provide Landlord as-built drawings upon completion of the Dining Deck.

Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining any and all approvals and permits necessary for the construction of the Dining Deck from the City of Santa Cruz, the California Coastal Commission, and any other permitting body. Tenant shall use best efforts to complete construction within 12 months of obtaining all necessary permits. Landlord shall cooperate with Tenant in applying for the approvals and permits described in this paragraph in a timely manner and Tenant shall pay any cost incurred by Landlord for such cooperation.

Tenant shall have no obligation to complete the Dining Deck if unable to finance construction or if unable to secure all necessary government permits and approvals.

If Tenant proceeds with the construction of the Dining Deck, Tenant shall purchase and install or construct on the premises, at its sole cost and expense, any equipment, furnishings and improvements required for the operation of a restaurant to properly conduct the business.

(i) Dining Deck Cost. Tenant estimates the cost of the Dining Deck together with the cost of the permits will be approximately One Hundred Seventy-Five Thousand Dollars (\$175,000). Tenant shall commence construction of the Dining Deck promptly after securing project permits. The Dining Deck shall be deemed Tenant Improvements and subject to alterations, and/or additions to the Premises which are subject to all of the other provisions of the Lease regarding improvements, alterations and additions.

(ii) Rent Credit. Upon completion of construction of the Dining Deck, Tenant shall be eligible for a 10-year rent credit against Fixed Minimum Rent and Percentage Rent based on the cost of deck construction including permits, but not to exceed \$175,000. To be eligible for a rent credit, Tenant must generate minimum annual revenue of \$2,000,000. Effective September 1, 2024, the minimum annual revenue requirement increases to \$2,500,000 thereafter. Tenant must requalify for the rent credit each year by calculating prior lease year's minimum gross sales. If eligible for a rent credit, the maximum monthly rent credit shall not exceed \$1,458.33 for one hundred twenty (120) months, which



are not required to be consecutive. Tenant shall not be entitled to any additional rent credit over and above the \$175,000 total reflecting the estimated construction cost, regardless of the actual costs related to the construction. If eligible, the rent credit shall commence on the first day of the month thirty (30) days after completion of the Dining Deck construction. If Tenant does not exercise First Option to Extend Lease per Paragraph 3.b, and the Lease is terminated, Tenant shall not be eligible for any payment of any remaining residual rent credit due.

Tenant must proceed with construction of the Dining Deck within 5 years of the Effective Date of this Lease to be eligible for any rent credit.

3. Term:

(a) Term. The term of this Lease commences as of September 1, 2021, and shall continue hereunder until midnight on August 31, 2031, for a period of ten (10) years, unless sooner terminated as provided herein. The term of this Lease is hereinafter referred to as the "Lease Term" or "Term."

(b) First Option to Extend Lease. Provided that Tenant is not in material default of any part of this Lease at the time of the exercise of the option, Tenant shall have the option to extend the Lease Term for an additional five years ("First Extended Term"). Tenant may exercise the option, by giving Landlord notice of its exercise of the option to extend the Lease Term no earlier than one year prior to expiration of the Term, and no later than six (6) months prior to the expiration of the Term. If extended, the First Extended Term shall commence on September 1, 2031, and shall continue until midnight on August 31, 2036.

(c) Second Option to Extend Lease. Provided that Tenant is not in material default of any part of this Lease at the time of the exercise of the option, Tenant shall have the option to extend the Lease term for an additional five years ("Second Extended Term"). Tenant may exercise the option, by giving Landlord notice of its exercise of the option to extend the Lease Term no earlier than one year prior to expiration of the Term, and no later than six (6) months prior to the expiration of the Term. If extended, the Second Extended Term shall commence on September 1, 2036, and shall continue until midnight on August 31, 2041.

4. Title to Improvements. Free and clear title to any and all improvements and fixtures purchased or constructed by Tenant and installed upon the Premises shall upon such termination vest in Landlord without additional cost or expense to Landlord, and Tenant shall execute such additional documents as Landlord may reasonably require effectuating such transfer of title. Notwithstanding the foregoing, Tenant shall have the right to remove furniture, equipment and trade fixtures that are not fixed to the Premises during the thirty (30) days following the termination of the Lease and will retain title to any items removed.

5. Rent.

(a) Fixed Minimum Rent or "Base Rent". Beginning on the Effective Date, Tenant shall pay to Landlord each month a fixed amount of rent ("Fixed Minimum Rent" or "Base Rent") for the

Premises which shall initially be based on Seven Thousand Five Hundred Dollars (\$7,500.00) per month, as adjusted as hereinafter provided.

(b) Adjustments to Base Rent and Additional Rent. On September 1, 2022, Base Rent shall adjust to Eight Thousand, Five Hundred Dollars (\$8,500.00) per month; and on September 1, 2023, Base Rent shall adjust to Nine Thousand Dollars (\$9,000.00) per month.

On April 1, 2025, and each year thereafter on April 1 for the term of this Lease, Base Rent in effect as of September 1, 2023, shall be adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward Metropolitan Area, (All Items) for the preceding calendar year. In no event shall the Base Rent for any year be less than the Base Rent for the preceding year.

On April 1 ("Adjustment Date"), following the first anniversary of the Effective Date, and each year thereafter on April 1 for the term of this Lease, any Additional Rent in effect for the month immediately preceding the Adjustment Date shall be adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward Metropolitan Area, (All Items) for the preceding calendar year.

(c) Additional Rent. Tenant shall pay Landlord One Hundred and Nine Dollars (\$109) per month rent ("Additional Rent") for approximately sixty (60) square feet of exterior storage space accommodating a refrigeration unit. The monthly rent shall be subject to periodic adjustment as described in Paragraph 5(b), and shall be in addition to and separate from the Fixed Minimum Rent for the Premises for the Term of the lease and each Extended Term of the lease beginning on the Commencement Date.

(d) Percentage Rent. Tenant shall also pay to Landlord, in addition to the Base Rent, on or before the 20<sup>th</sup> day of each month during the Lease Term, an amount for the immediately preceding Lease Month (defined below) equal to six and one-half percent (6.5%) of Gross Income, as reduced (but not below zero) by the amount of the Base Rent payable by Tenant to Landlord ("Percentage Rent") for each such month. "Gross Income" means the entire amount of the price charged by Tenant, whether wholly or partly for cash or on credit, or otherwise, for prepared food and beverages, and all charges for services sold or performed in connection with the preparation or sale of such items. In no event shall the total rental paid in any year be less than Base Rent as adjusted by the San Francisco-Oakland-Hayward Area Consumer Price Index.

(i) Tenant shall keep upon the Premises or at Tenant's principal office true and complete records and accounts, including records of bank deposits, respecting all sales of food and beverages made by Tenant and all other individuals, corporations and other entities in, at, or from the Premises or from any other location in the Santa Cruz Small Craft Harbor, and of all services rendered by Tenant in, at, and from the Premises. Said books and records shall include complete recordation of Tenant's Gross Income for purposes of calculating Percentage Rent due hereunder. On or before the 5<sup>th</sup> day of each calendar month during the Lease Term, Tenant shall furnish to Landlord a true and accurate statement of all Gross Income for the preceding Lease Month, which statement shall be certified as true and correct by a responsible representative of Tenant. Tenant agrees to give Landlord access



during normal business hours to Tenant's books and records. Landlord shall have the right at any time and from time to time to audit all of the books of account, records, sales tax returns, and bank statements of Tenant relating to Tenant's sales and Gross Income, and Tenant, on request of Landlord, shall make all such records available for examination by Landlord, or Landlord's duly authorized representative, at the Premises or at Tenant's principal office. Tenant shall keep all such records for a period of at least four years after the end of the Lease Year to which records relate.

Tenant agrees by September 1<sup>st</sup> of each calendar year during the Lease Term to submit to Landlord a statement of Gross Income for the preceding Lease Year prepared and certified by a responsible representative of Tenant. The receipt by Landlord of any such statement or of any payment of Percentage Rent for any period shall not bind Landlord as to the correctness of such statement or of the amount of such payment. Within four years after the receipt of any such statement, Landlord shall be entitled to cause an independent audit of the Gross Income to be made by a certified public accountant to be designated by Landlord. Such audit shall be limited to a determination of the Gross Income, shall be conducted during normal business hours, and shall occur either at the Premises or at the principal place of business of Tenant or Landlord. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with interest at the maximum rate then allowable by law from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease. If such audit shall disclose an additional liability for Percentage Rent as a result of any understatement, then Tenant shall pay all of Landlord's reasonable costs and expenses connected with such audit. If such audit shall disclose an understatement of Gross Income by more than two percent, the Landlord may, in addition to any other remedies it has at law or in equity, terminate this Lease by written notice to Tenant within thirty days after Landlord's receipt of the audit report.

(e) Lease Year. The term "lease year" means the period during the lease term commencing on April 1<sup>st</sup> of each year and ending at midnight on March 31<sup>st</sup> of the next succeeding year. The term "lease month" means the period from the 1st day of each calendar month during the lease term through the last day of the calendar month.

(f) Payment of Fixed Minimum Rent. The Fixed Minimum Rent shall be payable monthly in advance, without notice, offset, or abatement, by the first day of each calendar month of the Lease Term. All rent and other sums payable by Tenant hereunder shall be paid to Landlord in currency of the United States of America (or by personal check unless Landlord otherwise notified Tenant) at Landlord's address set forth in Paragraph 23 hereof, or at such other place as Landlord may from time to time designate in writing.

(g) Delinquent Payment. Rent payments received on or after the 21<sup>st</sup> day of the month shall be deemed Delinquent Payments. A delinquency fee in the then current amount as set by the Landlord's Board of Port Commissioners shall be applied to any delinquent payment. In addition, interest in the then current amount as set by the Landlord's Board of Port Commissioners shall be applied on the last day of each month to the unpaid balance until paid in full.

(h) Security Deposit. Tenant will, no later than twenty (20) days prior to the commencement date of this Lease, deposit with Landlord a sum equivalent to one month's Base Rent

for the Premises as security for the faithful performance by Tenant of all of its obligations hereunder. If Tenant fails to pay rent or any other sums due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of any rent or other sum in default, or to compensate Landlord for the payment of any other sum which Landlord may become obligated to spend by reason of Tenant's default, or to compensate Landlord for any expenditures, loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall within ten (10) days after written demand therefor, deposit with Landlord an amount in cash sufficient to restore the Deposit to the full amount hereinabove stated. Landlord shall not be required to keep the Deposit separate from its general funds. The Deposit, less any portion thereof which Landlord is entitled to retain, shall be returned, without payment of interest, to Tenant within thirty (30) days after the later of expiration of the term hereof or the date on which Tenant vacates the Premises.

(i) Personal Guarantee. All amounts due under this Lease and any amendments to this Lease entered into by and between Landlord and Tenant shall be subject to the personal guarantee attached here to as Exhibit C and incorporated herein by this reference. The parties shall release the guarantee if and when a guarantor is no longer a constituent of Tenant, provided the guarantee obligations have been assumed by a replacement guarantor and Landlord has approved such replacement guarantor. In the event of the death of a guarantor, Tenant shall provide a replacement guarantor within sixty (60) days of the death of the guarantor, which guarantor shall be subject to Landlord's approval.

6. Use.

(a) Permitted Use. Tenant shall use the Premises solely for the business of conducting therein a restaurant. Tenant shall not use, or permit to be used by others under Tenant's control, areas not included in the Premises for any purpose.

(b) Outdoor/Public Areas. Landlord is the owner of the outside areas surrounding and adjacent to the Premises described herein. The outside areas adjacent to the Building are not included in the Premises leased. Tenant does not hold any ownership or vested property interest in these public areas by virtue of this Lease. Use of ground floor patio/sidewalk/asphalt areas adjacent to the Building may be available by special permit as reviewed and issued by Landlord at Landlord's sole discretion and subject to all applicable fees and conditions.

(c) Condition of Premises. Tenant acknowledges that it recognizes the uniqueness of the Premises and adjacent outdoor areas, and accepts them in their current and disclosed "AS IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" condition existing on the Effective Date of this Agreement, subject to all applicable zoning, city, county, or state laws, ordinances and regulations affecting the use of the Premises and adjacent outdoor area. Tenant acknowledges that the restaurant building, and any future Dining Deck, are located above a working commercial fishery and adjacent to a working boatyard and harbor operation and by proximity are subject to all associated sounds, smells, overspray, particulate matter, detritus and debris that may be associated with such industrial activities and operations. Tenant further acknowledges that it has satisfied itself, by its own independent investigation, that the Premises and adjacent outdoor areas are suitable for its intended use and neither



Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the Premises and/or outdoor area for the conduct of Tenant's program, operation, or business.

(d) Provision of Services. Tenant shall maintain the necessary personnel, facilities and equipment, including the use of a suitably sized vessel, at all times during the Lease Term to conduct a restaurant on the Premises.

(e) Continuous Use. Tenant shall continuously and uninterruptedly during the Lease Term, during all normal business hours, and on such days as a majority of the other businesses in the Santa Cruz Small Craft Harbor are open for business, occupy and use the entire Premises for the purpose of operating a restaurant on the Premises. Tenant shall at all times employ its best business judgment, efforts, and abilities to so operate the restaurant conducted by Tenant on the Premises in a manner calculated to service adequately the public demand for the goods and services included within the business permitted herein.

(f) Refuse Disposal. Tenant shall be entitled to use designated refuse facilities provided in the harbor area for the disposal of dry refuse generated from Tenant's operations on the Premises, which facilities shall be situated at the location designated from time to time by Landlord. Tenant shall collect, sort and recycle refuse materials in accordance with the City of Santa Cruz Solid Waste and Recycling requirements.

(g) Hazardous Materials.

(i) Tenant warrants and agrees that no goods, merchandise, or materials shall be kept, stored, or sold in such a manner as to create any unusual hazard on the Premises; and no offensive or dangerous trade, business, or occupation shall be conducted thereon, and nothing shall be done on the Premises which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the Premises or upon adjacent properties or improvements thereon.

(ii) No machinery or apparatus shall be used or operated on the Premises which will in any way injure the Premises, or adjacent properties or improvements thereon.

(iii) Tenant, at its sole cost and expense, shall comply with all Laws (as defined herein) affecting the Premises relating to the storage, placement, use and disposal of Hazardous Materials by Tenant, its agents, employees, invitees or contractors. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord, its officers, directors, employees and its agents (collectively, the "Landlord Indemnified Parties") harmless from and against any and all claims, judgments, losses, orders, demands, causes of action, directives from environmental regulatory agencies, costs and liabilities, including without limitation attorneys' fees and costs, arising out of or in connection with the storage, placement, use or disposal of Hazardous Materials on or about the Premises by Tenant, its officers, directors, agents, employees, invitees, or contractors.

(iv) If the presence of Hazardous Materials introduced to the Premises by Tenant, its officers, directors, agents, employees, invitees or contractors results in contamination or

deterioration of any improvements, water, soil, or other environmental media, then Tenant, at its sole cost and expense, shall promptly take any and all action necessary to investigate and clean up such contamination and restore the Premises and to the condition existing prior to the introduction of any Hazardous Materials.

(v) The term "Laws" shall mean any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal or other government agency or authority having jurisdiction over the parties to this Lease or the Premises, or both, in effect either at the date this Lease is fully executed or any time during the Term of this Lease.

(vi) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), and any amendments or successor statutes thereto.

(vii) The obligations of Tenant under subparagraphs 6(g)(i) through 6(g)(viii) shall survive the expiration of the Lease Term.

(viii) Tenant shall indemnify the Landlord Indemnified Parties from any damages suffered by any of the Landlord Indemnified Parties, including, without limitation, cleanup costs, as a result of the generation, use, storage, transport or release of Hazardous Materials by Tenant in, on or about the Premises or the Property. Prior to bringing or allowing any Hazardous Materials to be brought onto the Premise, Tenant shall notify Landlord as to the identity of said materials and the safeguards to be used in connection therewith. Landlord shall be entitled, in its sole discretion, to refuse to allow Hazardous Materials to be brought onto the Premises. Landlord's consent to the introduction of any hazardous material onto the Premises (i) shall not release Tenant from its duty to indemnify the Landlord Indemnified Parties for any damages resulting from such materials, (ii) shall not be deemed to waive Landlord's right to disapprove of any subsequent introductions of



hazardous materials onto the Premises whether of the same or of a different nature than the material to which Landlord consented, and (iii) may be revoked at any time, in Landlord's sole discretion, whereupon Tenant shall remove such materials from the Premises within five (5) days of receipt of Landlord's demand for removal. In all events, if any hazardous materials become located upon the Premises for any reason other than as consented to by Landlord in accordance with the foregoing procedure, Tenant shall immediately notify Landlord as to the same.

(h) Effect on Navigable Waters. Under federal law, no construction, installation, dredging, filling, or other activity which would have an effect on navigation may be conducted in or adjoining navigable waters without a permit therefore first being issued by the Secretary of the Army. The Port Director in his/her sole discretion determines whether any proposed facility of Tenant may be construed to have an effect on navigation. In the event the Port Director so determines, Tenant shall prepare at its expense a permit application for submittal by Landlord in Landlord's name to the Corps of Engineers, United States Army. The permit application shall be prepared in strict conformity with regulations published by the United States Army.

(i) Non-permitted Uses. Tenant shall not permit the Premises to be used for any purpose not described in Paragraph 6(a), or for any unlawful purpose; and Tenant shall not perform, permit, or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of the laws and ordinances of the United States, State of California, or City of Santa Cruz, as the same may be now or hereafter in force and effect. Without limiting the generality of the foregoing, Tenant specifically agrees not to cause or permit generation of unreasonable levels of noise from any activity on the Premises which might disturb live-a-board slip licensees or residential neighbors of the Port District from 10 p.m. until 6:00 a.m. each day during the Lease Term.

(j) Compliance with Laws. Tenant shall abide by all applicable Laws, rules, codes, regulations, resolutions, ordinances and statutes of Landlord, the City of Santa Cruz, County of Santa Cruz, California Coastal Commission, State of California, or other governmental body where applicable, respecting the use, operation, maintenance, repair or improvement of the Premises and equipment therein, and shall pay for any and all licenses or permits required in connection with the use, operation, maintenance, repair, or improvement of the Premises. Landlord shall have no responsibility for obtaining any such licenses or permits, and shall have no liability to Tenant (nor shall Tenant have any right to terminate the Lease or receive abatement of rent or other charges) if Tenant, for any reason, is unable to obtain any such permits. Tenant acknowledges that Landlord has made no warranties or representations to Tenant regarding the suitability of the Premises for Tenant's intended use, and Tenant waives all claims against the Landlord Indemnified Parties regarding the suitability of the Premises for Tenant's intended uses.

## 7. Ownership of Improvements.

(a) Title. All structures, buildings, improvements, additions, and fixtures now existing or hereafter constructed, erected, or installed in or upon the Premises, and all alterations and additions thereto, shall be deemed a part of the Premises and title shall be vested in Landlord, and upon expiration or sooner termination of the Lease Term shall remain upon and be surrendered with the Premises as part thereof.

(b) Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall indemnify and hold Landlord harmless against liability, loss, damage, cost, and all other expenses (including but without limitation, attorneys' fees) arising out of claims of lien for work performed or materials or supplies furnished at the request of Tenant or persons claiming under Tenant.

8. Construction of Improvements.

(a) No Landlord Improvements. Landlord shall not be obligated to install or construct any improvements, additions, or alterations (collectively "improvements") on the Premises during the Lease Term.

(b) Tenant Improvements. All improvements, additions, or alterations Tenant may desire in the future shall be done in accordance with the provisions of this Paragraph 8(b). Tenant shall make, at its sole cost and expense, changes, alterations, or additions in and to Tenant Improvements and structures on the Premises that may be required by any applicable Laws (including, but not limited to, the ADA from time to time. Tenant shall not construct any improvements to or modify the Premises in any way without the prior written consent of Landlord which shall not be unreasonably withheld. Any improvements to the Premises which are permitted by Landlord shall be installed or constructed by Tenant at Tenant's sole cost and expense; provided that, before commencing the installation or construction of any improvements on the Premises Tenant shall submit to Landlord, for Landlord's approval, final plans, specifications, construction contract and related documents, and a site plan prior to applying for any permits for such improvements. Upon obtaining Landlord's approval, which will not be unreasonably withheld, Tenant shall not amend or otherwise change such plans, specifications, construction related documents, or site plan without first obtaining Landlord's approval of such amendment or change. Tenant shall be solely responsible for obtaining all other governmental permits or approvals required for the installation or construction of any such improvements to the Premises, including, but not limited to, Coastal Commission approval, and approval of the City or County of Santa Cruz. Landlord shall have no liability whatsoever for Tenant's inability or failure to obtain any such permits or approvals, and shall provide copies of same to Landlord prior to commencing any work.

Tenant shall give at least thirty (30) days' advance notice to Landlord before actually commencing any improvement work on the Premises so that Landlord can post a notice of non-responsibility, if Landlord so chooses. Tenant shall call Landlord to request inspections at regular intervals as determined by Landlord, but in no event less than biweekly. Upon completion of any such improvements, Tenant shall deliver to Landlord a complete set of "as-built" plans respecting such improvements.

(c) Contractor Requirements. Tenant shall use licensed and insured contractors and any contract between Tenant and any contractor relating to any improvement work is subject to Landlord's prior approval in accordance with all of the following:

(i) Any contract between Tenant and any contractor relating to any improvement work is subject to Landlord's prior approval and shall contain release, defense and



indemnity provisions in Landlord's favor to the fullest extent permitted by law in a form to be approved by Landlord, substantially similar to: "Contractor agrees to defend, indemnify, and hold harmless the Landlord, its officials, officers, directors, and employees from and against any damage, claim, liability, expense (including attorney fees and costs) in any way related to the acts or omissions of Contractor, its employees or agents on Landlord's property, except where caused by the sole negligence or willful misconduct of Landlord."

(ii) Contractor's insurance shall at a minimum meet the requirements applicable to Tenant as it relates to construction as set forth in Paragraph 10, and include Landlord, its officials, officers, directors, employees and volunteers as additional insureds, and a waiver of subrogation in Landlord's favor.

(d) Reasonable Measures During Construction. Tenant shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. Dust, noise and other effects of such work shall be controlled by Tenant using methods customarily utilized in order to control deleterious effects associated with construction.

(e) Comply with Labor Laws. It shall be the obligation of Tenant (and any contractor and/or subcontractor under Tenant) to comply with and conform to all applicable State of California labor laws, rules and regulations (including, but not limited, prevailing wage laws and requirements and the Parties agree that Tenant shall be liable for any violation thereof.

(f) Americans With Disabilities Act. Throughout the term of this Lease, Tenant acknowledges and expressly accepts full responsibility and shall incur all costs and expenses for compliance with the requirements of the Americans with Disabilities Act (ADA) and any other local, state or federal law or regulation regarding the accessibility of the Premises by disabled individuals. Tenant agrees to release, indemnify, defend and hold Landlord (and its officers, directors, employees and agents) harmless for any claim, loss, expense or liability arising from Tenant's failure to fully comply with all such laws or regulations.

## 9. Taxes and Assessments.

(a) Payable by Tenant. Tenant shall pay directly to the taxing authority during each year or partial year during the Term hereof, all real and personal property taxes, general and special assessments, use and possessory taxes, environmental protection charges, and other charges of every kind or description whatsoever, foreseen or unforeseen, levied on or assessed against the Premises, improvements or personal property therein, the leasehold estate or any subleasehold estate permitted by Landlord. Tenant shall pay each installment of such taxes and assessments prior to the date such installment becomes delinquent. The taxes and assessments to be paid by Tenant hereunder shall be prorated at the end of the Lease Term, in order that Tenant will pay only the proportionate part of said taxes and assessments attributable to the period of the Lease Term. Tenant shall pay all supplemental or escape assessment levied or assessed against the Premises.

(b) Substitute Taxes. If at any time during the Lease Term, under the laws of the United States of America, the State of California, or any political subdivision thereof in which the

Premises are located, a tax on rent or other charge by whatever name called, is levied, assessed, or imposed against Landlord, or against the rent payable hereunder to Landlord, as a substitute in whole or in part for any of the taxes described in Paragraph 9(a), Tenant, to the extent such substitute tax or other charge relieves Tenant from the payment of taxes provided for herein, shall pay such tax or other charge in the manner provided in this Paragraph 9.

10. Insurance.

(a) Landlord's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Lease, fire and extended coverage insurance satisfactory to Landlord covering the Premises and all improvements therein in an amount not less than eighty percent (80%) of the actual replacement cost thereof. The insurance provided for in this Paragraph 10(a) shall, in Landlord's sole and absolute discretion, provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils ("special form"), and loss of rents covering Base Rent for a period of up to twelve (12) months, and shall contain an inflation endorsement. Insurance proceeds thereunder shall be payable to Landlord. Landlord is not responsible for any damage to Tenant's property and shall have no obligation to insure against loss by Tenant to Tenant's leasehold improvements, fixtures, furniture, or other personal property in or about the Premises occurring from any cause whatsoever and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Landlord shall be entitled to carry any such insurance in the form of a blanket policy covering Tenant's property in addition to the Premises. Landlord may, at Landlord's sole discretion, bill Tenant for the cost of the above described insurance in an amount proportional to the square footage of the Premises as calculated from Landlord's inventory of insured spaces and the premiums charged by Landlord's insurer for all of the square footage of buildings covered by such insurance policy. The Tenant's share of such insurance premiums shall be Additional Rent and shall be payable within fifteen (15) days of receipt of an invoice for such Additional Rent. Landlord, in its sole discretion, may allow Tenant to pay such Additional Rent in 12 equal monthly installments or may require Tenant to pay such Additional Rent in one installment.

(b) Tenant's Insurance. During the Term of the Lease, Tenant shall maintain, at its sole cost and expense, the following insurance policies:

(i) "All Risk" Property Insurance covering risks of loss normally insured under a "special form" policy, covering Tenant's leasehold improvements, fixtures, equipment, furniture and other personal property in or about the Premises. Such insurance shall be maintained with limits no less than \$1,000,000 or in an amount sufficient to cover not less than one hundred percent (100%) of the full replacement value thereof (whichever is greater) with no coinsurance penalty provision. Landlord shall be a loss payee as its interests shall appear.

(ii) Commercial General Liability Insurance protecting Landlord and Tenant against liability for bodily injury and property damage, including completed operations, contractual liability coverage and products liability, as well as "personal and advertising injury" liability occasioned by any occurrence in, on, about, or related to the Premises in an amount not less than Two Million Dollars (\$2,000,000) each occurrence and annual aggregate. Such policy shall also include liquor



liability coverage. Tenant shall cause Landlord, its employees, officials, officers, directors, agents and volunteers to be named as an additional insured under such policy.

(iii) Workers' Compensation and Employer's Liability Insurance as required by applicable law against liability arising on account of injuries or death to workers or employees on the Premises or any improvement of Tenant. Such workers' compensation insurance shall be in amounts at least equal to the maximum liability of Tenant, its agents, and contractors under the Workers' Compensation Insurance and Safety Act of the State of California and the Federal Longshore and Harbor Workers' Compensation Act, as applicable. Tenant shall also maintain Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, \$1,000,000 disease – policy limit, \$1,000,000 disease – each employee.. Such insurance shall include a waiver of subrogation in favor of Landlord.

(iv) Automobile Liability on an "Any Auto" Basis: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 combined single limit each occurrence/per accident for bodily injury and property damage.

(v) If Tenant commits permits or causes the conduct of any activity or the bringing or operation of any equipment on or about the Premises creating unusual hazards, Tenant shall promptly, upon notice from Landlord, procure and maintain in force during such activity or operation insurance sufficient to cover the risks represented thereby. Landlord's demand for unusual hazard insurance shall not constitute a waiver of Landlord's right to demand the removal, cessation or abatement of such activity or operation.

(vi) Tenant shall procure, at Tenant's own cost and expense other insurance in amounts from time to time reasonably required by Landlord against other insurable risks if at the time they are commonly insured against for premises similarly situated.

(vii) All policies shall be placed with insurers admitted or eligible to do business in the State of California and rated A VIII or better by A.M. Best. All policies shall include a provision that prior written notice of policy cancellation, or for non-payment of premium will be provided. Tenant shall furnish Landlord with Certificates of Insurance showing evidence of the required insurance upon execution of this Lease and thereafter upon renewal or replacement of policies.

(c) Waiver of Subrogation. Tenant and Landlord each hereby waives any and all rights of recovery against the other, and against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any property insurance policy in force at the time of such loss or damage to the extent of the insurance proceeds actually paid in connection therewith. Tenant and Landlord shall, upon obtaining any of the policies of insurance required or desired hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of rights of recovery is contained in this Lease, and shall each use their best efforts to cause the insurer for each such policy to waive in writing any rights of subrogation it may have against the other party.

(d) Submittal of Policies. Tenant agrees to deposit with Landlord, at Landlord's request, a copy of each such policy or policies required hereunder and to keep such insurance in effect and the policy or policies therefore on deposit with Landlord during the entire Term of this Lease.

(e) Review of Coverage. Landlord shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this Lease do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant, its contractor, or subcontractor to obtain (or may obtain at Tenant's expense) insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

(f) Changes in Coverage. Landlord reserves the right to modify these requirements with notice to Tenant, including, but not limited to, limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(g) Primary Policy. The insurance provided by the Tenant, its contractors, and/or subcontractors shall apply as primary insurance without qualification and that any other insurance maintained by Landlord shall be in excess only and shall not be called upon to contribute with the insurance of Tenant, its contractors, or subcontractors.

(h) Policy Limits. The limits of insurance described herein are not intended as a limitation of liability under this Lease. Tenant, its contractors and subcontractors may obtain higher limits in its discretion. If Tenant, its contractors, and/or subcontractors maintain higher limits than the minimums shown above, Landlord requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

(i) No Limit on Indemnity. The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Tenant shall be obligated the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease or with use or occupancy of the Premises.

(j) Landlord's Remedies. In case of failure on the part of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 10, Landlord may, but is not required to, at its discretion, and in addition to any other remedies it may have upon failure of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 10, procure or renew such insurance and pay any and all premiums therefore and all monies so paid by Landlord shall be repaid by Tenant to Landlord upon demand.

## 11. Indemnification.

(a) Tenant's Hold Harmless. To the fullest extent permitted by law and except as expressly stated otherwise herein, Tenant hereby indemnifies Landlord, its employees, elected officials, officers, attorney, agents and volunteers (collectively, the "Landlord Indemnified Parties") against and holds them harmless from any and all claims, damage, cost, liability, or expense, including but not limited to attorneys' fees and costs of suit, resulting from or arising out of Tenant's use of the Premises, Tenant's default in the performance of any obligation of Tenant under this Lease, any act or failure to act of Tenant or any employees, agents, contractors, customers, or other invitees of Tenant occurring



in or about the Premises, or construction of any improvements by Tenant in the Premises. Such indemnification specifically includes without limitation any damage to property or injury or death to any person arising from the use of the Premises by Tenant or from the failure of Tenant to keep the Premises in good condition, order and repair. Tenant expressly agrees to exercise due care in the handling of fuel or any other flammable materials in, on, or around the Premises. Tenant shall maintain on the Premises adequate firefighting equipment, which shall remain under the use, control, maintenance, and repair of Tenant.

(b) Tenant's Waiver of Claims. Tenant hereby waives all claims against Landlord Indemnified Parties for damage to any property, goods, wares, or merchandise of Tenant stored in, upon, or about the Premises, and for injury to persons in, upon, or about the Premises from any cause whatsoever arising at any time, except as may be caused by the willful misconduct of Landlord. Landlord shall not be liable to Tenant for any damage caused by any person, in, upon, or about the Premises, whether a customer of Tenant or otherwise. Tenant expressly waives any claims against Landlord for damage to Tenant's business on the Premises or loss of goodwill or any other damage to Tenant arising from complete or partial closure of the Santa Cruz Harbor at any time and from time to time, whether such closure shall result from inclement weather, excess deposits of sand in the harbor, natural disaster, pandemic, emergency, construction or repair work, or any other reason whatsoever. Landlord shall have no obligation or responsibility to prevent any such closures of the Santa Cruz Harbor; provided that, in the event any such closure shall be due to insufficient funding of Landlord, Landlord shall make a good faith effort to keep the Santa Cruz Harbor open during the portion of the year the public makes greatest use of harbor facilities.

(c) Landlord's Hold Harmless. Landlord hereby indemnifies and holds Tenant harmless from and against any and all damage to property or injury or death to any person and occurring in, on or about the "Public Areas" as shown and described on Exhibit "A" hereto, but only in proportion to and to the extent caused by Landlord's sole negligence or willful misconduct.

## 12. Maintenance and Repairs.

(a) Tenant's Obligations. Subject to Paragraph 15 below relating to damage and destruction, and subject to Landlord's maintenance responsibilities set forth in Paragraph 12(c) below, throughout the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, maintain the Premises and every part thereof, and all fixtures, machinery and equipment located in or on the Premises and utilized in the conduct of Tenant's business in first class condition, order and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) municipal, county, state, federal, and other governmental agencies and bodies having or claiming jurisdiction of the Premises and all their respective departments, bureaus, and officials; and (2) all insurance companies insuring all or any part of the Premises or improvements or both. For purposes of this paragraph, the obligation to repair includes the obligation to replace as and when reasonably necessary. Without limiting the foregoing, Tenant at Tenant's sole cost shall maintain in good and safe condition, order and repair, and replace as and when necessary, all improvements made by Tenant to the Premises, including any second story deck constructed by the Tenant. Tenant shall be solely responsible for the paying the full cost of repairing any damage caused by Tenant Improvements, including any Dining Deck, to the structure or surrounding tenant spaces or equipment, including but not limited to water damage.

(b) Outside Areas. Tenant acknowledges that the cleanliness and neat and attractive appearance of the interior and exterior of the Building and all other areas of the Premises are a material concern of Landlord. Accordingly, Tenant shall continuously exercise diligence throughout the Lease Term in keeping the Premises and any second story deck area and other outside areas within an approximate twenty-five foot radius of the Premises that are not part of the fishery leasehold area, in a clean, sanitary and attractive condition. Tenant shall arrange for regular and prompt disposal of garbage generated by Tenant's operations on the Premises, and shall not permit garbage or refuse or associated restaurant equipment or supplies to accumulate in or around the Premises. Tenant shall not cause or permit odors that Landlord in its reasonable discretion determines are offensive to emanate from the Premises and/or outside areas.

(c) Landlord's Obligations. Notwithstanding anything to the contrary contained in this Paragraph 12, and subject to the provisions of Paragraph 15 below relating to damage and destruction, Landlord shall maintain in good condition, order and repair and replace if and when necessary:

- (i) the structural portions of the exterior walls of the Building;
- (ii) the exterior surface of such walls and roof to the mid-way plane between the interior and exterior surfaces of such walls and roof, including exterior paint and texturing and the roof membrane, but excluding any plumbing, electrical or mechanical systems solely serving the Premises, and excluding repair or replacement of window breakage; and
- (iii) the structural portions of the floor of the Building, including any plywood subfloor; and
- (iv) the elevator.

Landlord shall have no obligation to maintain or repair under this Paragraph 12(c) until a reasonable amount of time after receipt by Landlord of notice from Tenant of the need therefore, specifying the nature of the maintenance or repair needed. The parties agree that no more than thirty (30) days to begin maintain or repair is a reasonable amount of time under this provision.

13. Utilities. Tenant shall pay promptly as the same become due and payable all bills and costs for water, gas, electricity, telephone, cable, internet, refuse, sewer service charges, and any other utilities or services supplied to the Premises via separate meter or as apportioned by Landlord. Tenant shall also pay for all costs and connection charges for services and/or utilities it desires expanded or added to those presently available for Tenant's use. If additional garbage containers are required, Tenant shall arrange for bins and service from Santa Cruz Municipal Utilities at Tenant's sole cost and expense. Tenant shall use energy-saving fixtures wherever practicable, and shall cooperate in any conservation efforts undertaken by Landlord to reduce costs associated with utilities provided to Tenant at Landlord's expense. Landlord shall not be liable to Tenant for any interruption or failure of any utility or other services to the Premises.



14. Assignment, Subletting and Licensing.

(a) Landlord's Consent Required. Tenant shall not assign, sublease, mortgage, pledge, hypothecate, encumber, license, or transfer the Premises or any part thereof, or this agreement or any rights or obligations hereunder, or grant any permit to any person(s) to use the Premises for any purpose not expressly stated within this Lease without Landlord's written consent, which is subject to Landlord's sole and absolute discretion.

(b) Permitted Assignments, Subleases and Licenses. No assignment, sublease, or other transfer of the portion of the Premises under this Lease, which is used for a restaurant shall be allowed.

Tenant may, however, sublease or assign its interest in a portion of the Premises under this Lease identified as Suite 234, provided Tenant first obtains Landlord's written consent in accordance with this Paragraph 14, and the sublessee/assignee is engaged in operating a restaurant. Tenant must demonstrate to Landlord's reasonable satisfaction that the proposed transferee, subtenant or licensee is financially creditworthy, has sufficient experience in operating a restaurant, and will operate a business of the type and quality that Landlord determines is consistent with the permitted uses under this Lease and with the mix of businesses in the harbor and in a manner that supports the good reputation and image of Port District businesses as determined by Landlord. No assignment, sublease or license respecting all or any portion of the Premises shall operate to release Tenant or any guarantor of its obligations hereunder, from liability for full performance of Tenant's obligations hereunder subsequent to the date of any assignment or sublease.

(1) Sublease Assignments and Subleases. No sublessee, licensee or assignee may sublease or assign any interest in the Lease without first obtaining Landlord's written consent thereto. Tenant agrees to provide Landlord with all terms and conditions of any agreement between Tenant and its sublessee, assignee, or other transferee.

(2) Sublease Rents or License Payments. If Tenant shall enter into an assignment, sublease or license ("Transfer") hereunder:

(i) Tenant shall pay to Landlord fifty percent (50%) of the monthly rent or consideration payable by a subtenant or assignee to Tenant for the Transfer, which is in excess on a per square foot basis, of Tenant's Base Rent payable to Landlord (hereinafter, the "Excess Transfer Amount"). This Excess Transfer Amount shall be due and payable monthly to Landlord commencing with the Transfer date and in accordance with Paragraph 5 (e) of this Lease and shall be subject to delinquent fees in accordance with Paragraph 5 (f).

(c) Encumbrances. Neither Tenant nor any Transfer shall allow any encumbrance of all or any portion of the Premises.

(d) Corporation or Partnership. The assignment, pledge for security purposes, or other transfer during the Lease Term of any class of voting stock or other controlling interest in said corporation (whether in a single transaction or a series of transfers) which in the aggregate exceeds fifty percent (50%) of such class of stock or other controlling interest shall be deemed to be an assignment within the meaning of this Lease. If Tenant becomes a partnership, and Landlord consents thereto, the assignment, pledge, for security purposes, or other transfer during the Lease term of any

interest in the partnership of a general or limited partner thereof, shall be deemed an assignment within the meaning of this Lease.

15. Damage or Destruction.

(a) Partial Damage-Insured. Subject to the provisions of Paragraphs 15(b) and 15(c), if the Premises or any improvements therein are damaged, such damage involves damage to the Building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the Building), such damage was caused by an act or casualty covered under an insurance policy provided for in Paragraph 10, and the proceeds of such insurance received by Landlord are sufficient to repair the damage (or in the event any lender shall require such insurance proceeds to be applied to pay any sums owed under its loan), Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect.

(b) Partial Damage-Under or Uninsured. Subject to the provisions of Paragraphs 15(a) and 15(d), if at any time during the term hereof the Premises or any improvements are damaged, such damage involves damage to the Building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the Building), and the insurance proceeds received by Landlord are not sufficient to repair such damage, or such damage was caused by an act or casualty not covered under an insurance policy, Landlord may at Landlord's option either (a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right, within ten (10) days after receipt of such notice, to agree in writing on a basis satisfactory to Landlord to pay for the entire cost of repairing such damage less only the amount of insurance proceeds, if any, received by Landlord, in which event this Lease shall continue in full force and effect, and Landlord shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

(c) Total Destruction. If at any time during the term hereof either the Premises or the improvements contained therein are damaged from any cause, whether or not covered by the insurance provided for in Paragraph 10, and such damage involves damage to the Building to the extent of eighty percent (80%) or more of the replacement value thereof (excluding excavations and foundations of the Building), including any total destruction required by any authorized public authority, this Lease shall at the option of Landlord terminate as of the date of such total destruction. Landlord shall exercise its right to terminate this Lease by delivery of notice to Tenant within thirty (30) days after the date that Tenant notifies Landlord of the occurrence of such damage. In the event Landlord does not elect to terminate this Lease, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect.

(d) Damage Near End of Term. If the Premises or the improvements therein are destroyed or damaged in whole or part during the last year of the term of this Lease, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by



giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

(e) Abatement of Rent. Notwithstanding anything to the contrary contained elsewhere in this Lease, if the Premises are partially damaged and Landlord repairs or restores them pursuant to the provisions of this agreement Paragraph 15, the Base Rent payable hereunder for the period commencing on the occurrence of such damage and ending upon completion of such repair or restoration shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired during the period of repair; provided that, nothing herein shall be construed to preclude Landlord from being entitled to collect the full amount of any rental loss insurance proceeds if such rental loss insurance is then carried with respect to the Premises. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

(f) Waiver. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4), and any similar or successor statutes relating to termination of leases when the thing leased is substantially or entirely destroyed, and agrees that such event shall be governed by the terms of this Lease.

(g) Tenant's Property. Landlord's obligation to rebuild or restore shall not include restoration of Tenant's equipment, merchandise, or any improvements, alterations or additions made by Tenant to the Premises.

(h) Notice of Damage. Tenant shall notify Landlord within five days after the occurrence thereof of any damage to all or any portion of the Premises. In no event shall Landlord have any obligation to repair or restore the Premises pursuant to this Paragraph 15 until a reasonable period of time after Landlord's receipt of notice from Tenant of the nature and scope of any damage to the Premises, and a reasonable period of time to collect insurance proceeds arising from such damage (unless such damage is clearly not covered by insurance then in effect covering the Premises).

(i) Replacement Cost. The determination in good faith by Landlord of the estimated cost of repair of any damage, or of the replacement cost, shall be conclusive for purposes of this Paragraph 15.

16. Eminent Domain.

(a) Termination. In the event the whole or any part of the Premises is condemned in the lawful exercise of the power of eminent domain by any public entity, then this Lease shall terminate as to the part condemned on the date possession of that part is taken.

(b) Partial Taking Renders Economically Unfeasible. If only a part of the Premises is condemned, but such taking makes it economically unfeasible for Tenant to use the remainder of the Premises for the purposes contemplated by this Lease, then Tenant may, at its option, terminate this Lease as of the date possession of the condemned part is taken by giving written notice to Landlord of its intention within thirty (30) days following the date said possession is taken.

(c) Partial Taking with Business Continued. If only part of the Premises is condemned and this Lease is not terminated as set forth above, then this Lease shall, as to the

condemned portion of the Premises, terminate as of the date possession of such portion is taken. The Base Rent shall thereupon be reduced in the same proportion that the area of the Premises taken bears to the initial total area of the Premises. The Base Rent, as so reduced, shall continue to be subject to adjustment in accordance with Paragraph 5 hereof.

(d) Repairs. Tenant shall, at its sole cost and expense and in a prompt and expeditious manner, make all necessary repairs or alterations to the remainder of the Premises so as to make them reasonably suitable for Tenant's continued occupancy for those uses and purposes contemplated by this Lease.

(e) Compensation. All compensation awarded or paid upon the total or partial taking of the fee title to the Premises or part of the Premises, or for the taking of all or any portion of the Premises, shall belong to Landlord. The Building and other improvements made by Landlord on the Premises at Landlord's expense shall belong to Landlord. Landlord shall not be entitled to any compensation paid to Tenant for costs incurred by Tenant in removing its furniture, equipment, and trade fixtures from the condemned Premises. Nor shall Landlord be entitled to any compensation paid to Tenant in the proceedings or action for such taking with respect to removal or relocation costs, or anticipated or lost profits (excluding the value of this Lease to Tenant) or damages to any personal property or detriment to the business of Tenant, or any special damages to Tenant (excluding the value of this Lease to Tenant).

17. Tenant Default. Tenant shall be deemed in default under this Lease upon occurrence of any of the following:

(a) Tenant fails to pay a monetary sum when due under this Lease (provided that Tenant shall not be deemed in default if Tenant pays such sum within 10 days after notice from Landlord that such sum is overdue; and provided further that, Tenant shall not be entitled to any such 10 day grace period or notice and shall be deemed in default immediately upon failure to so pay when due if Landlord has already delivered two notices of overdue payments within the immediately preceding 12 month period;

(b) Tenant fails to perform any of its other obligations under this Lease; provided that, if such failure is of the nature that it may be cured, Tenant shall not be deemed in default if Tenant cures such failure within 20 business days, or in the event the cure can not be reasonably completed within 20 business days begins substantial efforts to cure within 20 business days, after written notice from Landlord of such failure;

(c) Tenant's interest in the Premises or the Lease, or any part thereof, is assigned or transferred, either voluntarily or by operation of law (except as expressly permitted by other provisions of this Lease), including, without limitation, the filing of an action by or against Tenant, or by any member of Tenant if Tenant is a partnership or joint venture, under any insolvency or bankruptcy laws, or if Tenant makes a general assignment for the benefit of its creditors, or;

(d) Tenant vacates, abandons, or surrenders the Premises during the lease term.

(e) Tenant fails to comply with or obtain any necessary permit or license. Tenant shall not be deemed in default if Tenant cures such failure within 20 days after notice from Landlord of such failure



(f) In the event of a default by Tenant under this Lease, Landlord may pursue such remedies as it may have for such default under law or in equity, including but not limited to the remedies set forth below.

18. Remedies. In the event of any breach or default by Tenant, Landlord may, at Landlord's option, exercise any and all rights available to a landlord under the laws of the State of California (including, but not limited to, those rights and remedies set forth in California Civil Code Sections 1951.2, 1951.4, and 1951.8), including, without limitation, the right to do any of the following:

(a) Repossession. Landlord may repossess the Premises and remove all persons and property therefrom. If Landlord repossesses the Premises because of a material breach of this Lease, this Lease shall terminate and Landlord may recover from Tenant:

(i) the worth at the time of award of the unpaid rent which had been earned at the time of termination including interest at ten percent (10%) per annum or the maximum allowed by law whichever is less;

(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided including interest at ten percent (10%) per annum or the maximum allowed by law whichever is less;

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, computed by discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%); and

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

(b) No Repossession. If Landlord does not repossess the Premises, then this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the rent and other sums due from Tenant hereunder. For the purposes of this Paragraph 18, the following do not constitute a termination of Tenant's right to possession:

(1) Acts of maintenance or preservation by Landlord or efforts by Landlord to relet the Premises; or

(2) The appointment of a receiver by Landlord to protect Landlord's interest under this Lease.

19. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants, agreements, or conditions of this Lease, or for the recovery of the possession of the

Premises, the prevailing party shall be entitled to recover from the other party, as a part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. "Prevailing party" within the meaning of this paragraph shall include, without limitation, a party who brings an action against the other party after the other party's breach or default, if such action is settled or dismissed upon the payment by the other party of the sums allegedly due or performance of the covenants allegedly breached or the plaintiff obtains substantially the relief sought by it in the action.

20. Removal of Property. Tenant hereby irrevocably appoints Landlord as agent and attorney in fact of Tenant, to enter upon the Premises, in the event of a default by Tenant hereunder, and to remove any and all furniture and personal property whatsoever situated upon the Premises, and to place such property in storage for the account of and at the expense of Tenant. In the event that Tenant shall not pay the cost of storing any such property after the property has been stored for a period of 90 days or more, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant or any demand upon Tenant for the payment of any part of such charge or the removal of any such property, and shall apply the proceeds of such sale first to the costs and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs of or charges for storing any such property; third, to the payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

21. Subordination.

(a) Subordination of Lease. This Lease, at Landlord's option, shall be subordinate to any mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon all or any portion of the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee or trustee shall elect to have this Lease prior to the lien of its mortgage or deed of trust, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or the date of recording thereof.

(b) Execution of Documents. Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage or deed of trust, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so.

22. Landlord's Right to Reenter.

(a) Peaceable Surrender. Tenant agrees to yield and peaceably deliver possession of the Premises to Landlord on the date of termination of this Lease, regardless of the reason for such termination. Upon giving written notice of termination to Tenant, Landlord shall have the right to reenter and take possession of the Premises on the date such termination becomes effective without further



notice of any kind and without institution of summary or regular legal proceedings. Termination of the Lease and reentry of any Premises by Landlord shall in no way alter or diminish any obligation of Tenant under the Lease terms and shall not constitute an acceptance or surrender.

(b) Waiver of Redemption and Stipulated Damages. Tenant waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any reason or in the event Landlord reenters and takes possession of the Premises in a lawful manner.

23. Reservations to Landlord. The Premises are accepted by Tenant subject to any and all existing easements and encumbrances. Landlord reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, stormwater sewer, pipelines, manholes, and connections; water and gas conduits; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along any part of the Premises, and to enter the Premises for any and all such purposes. Landlord also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No right reserved by Landlord in this clause shall be so exercised as to interfere unreasonably with Tenant's operations hereunder.

Landlord agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as early as practicable to its original condition upon the completion of any construction. Landlord further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Premises by Tenant, the monthly Base Rent may be reduced on a temporary basis in proportion to the temporary interference with Tenant's use of the Premises, based on the Landlord's sole and absolute discretion.

24. Building/Premises Closure. Tenant acknowledges and understands that for public health, welfare and safety reasons, the Building and/or Premises may be subject to closure (either full or partial) due to conditions and/or events, including, but not limited to, ocean (including, but not limited to, high surf), waterfront and/or weather related conditions, as well as Force Majeure events (as defined in Paragraph 25 - Force Majeure) (collectively "Closure Conditions"). Tenant enters into this Lease with full knowledge of the existing conditions of the Premises and its exposure to Closure Conditions, and with the understanding that at any point during the Term, Landlord may close the Building and/or Premises to public and tenant access and use (including, but not limited to Tenant's access and/or use) due to Closure Conditions, without any liability to Tenant by virtue of such closure and/or related actions. During any such period of closure where Tenant is completely unable to access and use the Premises, Tenant shall not be in default to Landlord for failure to continuously operate pursuant to Paragraph 6.c. Use.

25. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, abnormal adverse weather conditions, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of and not caused by the fault or negligence of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage. However, nothing contained in this Paragraph shall excuse the prompt payment of rent by Tenant as required by this Lease. Tenant's obligations to make payment for rental and other charges pursuant to the terms of this Lease shall be excused or reduced only as elsewhere expressly and specifically provided in this Lease.

26. Notices. All notices, statements, demands, requests, approvals or consents given hereunder by either party to the other party shall be in writing and shall be sufficiently given and served upon the other party if served personally or if sent by first class mail of the United States Postal Service, certified, return receipt requested, postage prepaid, and addressed to the parties as follows:

Landlord: SANTA CRUZ PORT DISTRICT  
Attention: Port Director  
135 5<sup>TH</sup> Avenue  
Santa Cruz, CA 95062

Tenant: JOHNNY'S HARBORSIDE  
Attention: Richard Kash  
493B Lake Avenue  
Santa Cruz, CA 95062

or to such other address as any party may have furnished to the others as a place for the service of notice. Notices sent by mail shall be deemed served on the date actually received, as indicated on the return receipt.

27. No Commission. Landlord and Tenant each agree that Landlord and Tenant, respectively, have not had any dealings with any realtor, broker, or agent in connection with the execution of this Lease. Tenant shall pay the commission or compensation payable to any agent or broker employed by Tenant in connection with the execution of this Lease.

28. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Landlord's acceptance of partial payments of rent or any other sum due hereunder shall not be deemed a waiver of its right to recover the full amount of such payment and shall not be deemed an accord and satisfaction whether or not the amount due is disputed by the parties.



29. Holding Over. Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable other than Base Rent which shall be increased to 150% of the current Base Rent.

30. Parking. Tenant acknowledges that all parking areas and all other common areas within the Santa Cruz Small Craft Harbor shall remain under the operation and control of Landlord. Tenant possesses no legal interests with regard to the parking areas. The manner in which such areas and facilities are operated and maintained shall be at the sole discretion of Landlord, and the use of such areas and facilities shall be subject to such rules and regulations as Landlord shall make from time to time. Landlord shall have the right to regulate access and parking and to install parking meters and/or parking pay stations in such parking areas. Tenant shall be responsible for compliance with all parking rules and regulations as may be adopted and implemented by Landlord from time to time, including, without limitation, systems of validation, shuttle transportation or any other programs which may be deemed necessary or appropriate by Landlord to control, regulate or assist parking.

31. Non-Discrimination. Tenant agrees in the conduct of Tenant's business not to discriminate against any person or class of persons by reason of sex, race, creed, national origin, age, or physical condition. Tenant shall make its accommodations and services available to all persons on equal and reasonable terms.

32. Entry by Landlord. Landlord and its agents shall be entitled to enter into and upon the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, in which event no notice shall be required), during regular business hours for purposes of inspecting or making repairs, alterations or additions to all or any portion thereof, or any other part of the Building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, and during the 180 day period prior to the expiration of this Lease, to place upon the Premises any usual or ordinary "for rent" signs and exhibit the Premises to prospective tenants at reasonable hours, all without any abatement of rent and without liability to Tenant for any injury or inconvenience to or interference with Tenant's business, quiet enjoyment of the Premises, or any other loss occasioned thereby.

33. Estoppel Certificates; Financial Statements.

(a) Estoppel Certificates. Within fifteen (15) days after request therefor by Landlord, Holder, or any prospective mortgagee or owner, Tenant agrees as directed in such reasonable request to execute an Estoppel Certificate in recordable form, binding upon Tenant, certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates on which rent Fixed Minimum Rent, Sublease Rent and Percentage Rent have been paid; (iii) that Tenant is in the possession of the Premises if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no offsets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any offsets or defenses, a full and complete explanation thereof); (vi) that Tenant has accepted the Premises and the condition thereof and of all improvements thereto and has no claims against Landlord or any other party with respect thereto; (vii) that if an assignment of rents or leases has been served upon the Tenant by a Holder, Tenant will acknowledge receipt thereof and agree to be bound by the

provisions thereof, (viii) that Tenant will give to the Holder copies of all notices required or permitted to be given by Tenant to Landlord; and (ix) to any other information reasonably requested. Tenant's failure to deliver such certificate within such time will be conclusive upon Tenant (A) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (B) that there are no uncured defaults in Landlord's performance, and (B) that not more than one month's rent has been paid in advance. Without limiting the foregoing, if Tenant fails to deliver any such certificate within such fifteen (15) day period, Landlord may deliver to Tenant an additional request for such certificate and the failure of Tenant to deliver such certificate within five days after delivery of such additional request shall be an Event of Default.

34. **CASp Inspection.** Landlord states that the Premises have not been inspected by a Certified Access Specialist (CASp). This notice is provided by Landlord:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of the construction-related accessibility standards within the premises."

Notwithstanding anything to the contrary in this Lease, (a) Tenant may elect at any time to perform a CASp inspection of the Premises at Tenant's expense; (b) any repairs or modifications necessary to correct violations of applicable construction-related accessibility standards within or about Premises are the responsibility of Tenant; (c) any construction-related accessibility improvements by Tenant or alterations of or improvements to the Premises are the responsibility of the Tenant; (d) any repairs or modifications to correct violations of applicable construction-related accessibility standards in areas which Landlord is responsible for, are the responsibility of Landlord.

35. **General.**

(a) **Entire Agreement.** This Lease, together with all Exhibits attached hereto which are incorporated herein by this reference, contains all of the terms, covenants, and conditions agreed to by Landlord and Tenant relating to the Premises and the subject matter hereof, and supersedes all promises and agreements, written or oral, by either party to the other relating in any way to the Premises which are not expressly set forth herein. Tenant is not relying on any representations or warranties made by Landlord, and acknowledges that Landlord has not made any representations or warranties to Tenant, except as may expressly be set forth herein. This Lease cannot and shall not be amended orally or in any manner other than by an agreement in writing signed by both Landlord and Tenant or their respective successors in interest.

(b) **Covenants and Conditions.** Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition, all of which conditions shall be for the sole benefit of Landlord.



(c) Binding on Successors. The covenants and conditions hereof, subject to the provisions as to subletting and assignment, shall apply to and bind the heirs, successors, executors, administrators, subtenants, and assigns to the parties.

(d) Joint and Several Liability. All persons who have signed this Lease shall be jointly and severally liable hereunder.

(e) Gender. When the context of this Lease requires, the masculine gender includes the feminine, a corporation, or a partnership, and the singular number includes the plural.

(f) Captions. The captions of the numbered and lettered paragraphs of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

(g) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California and venue shall be Santa Cruz County.

(h) Time of Essence. Time is of the essence as to all of the provisions of this Lease with respect to which time of performance is a factor.

(i) Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(j) Relationship. Tenant shall not be an agent of Landlord for any purpose, and nothing in this Lease shall be deemed to create a partnership relationship between Tenant and Landlord.

(k) Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the board of directors of said corporation authorizing or ratifying the execution of this Lease.

(l) No Recordation. Tenant shall not record either this Lease or a short form memorandum of this Lease.

(m) Calendar Days. All references herein to "days" shall mean calendar days unless otherwise stated.

(n) Counterparts. This Lease may be executed on one or more copies and each counterpart will be considered an original and binding to the party executing it. A scanned, electronic, facsimile or other copy of a party's signature shall be treated the same as an original.

36. State of California Harbors and Navigation Code. This Lease is adopted in accordance with California Harbors and Navigation Code Section 6270, which requires leases for periods of more than 10 years to be authorized by ordinance. Landlord held a public hearing on June 22, 2021, to approve Ordinance 21-06 authorizing this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

**LANDLORD:**

SANTA CRUZ PORT DISTRICT COMMISSION,  
a political subdivision

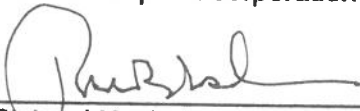
ATTEST:

\_\_\_\_\_  
Marian Olin  
Port Director  
Santa Cruz Port District

By: \_\_\_\_\_

**TENANT:**

Johnny's Harborside  
a California nonprofit corporation

By:   
Richard Kash

Its: \_\_\_\_\_  
By:   
Dan Agostinis

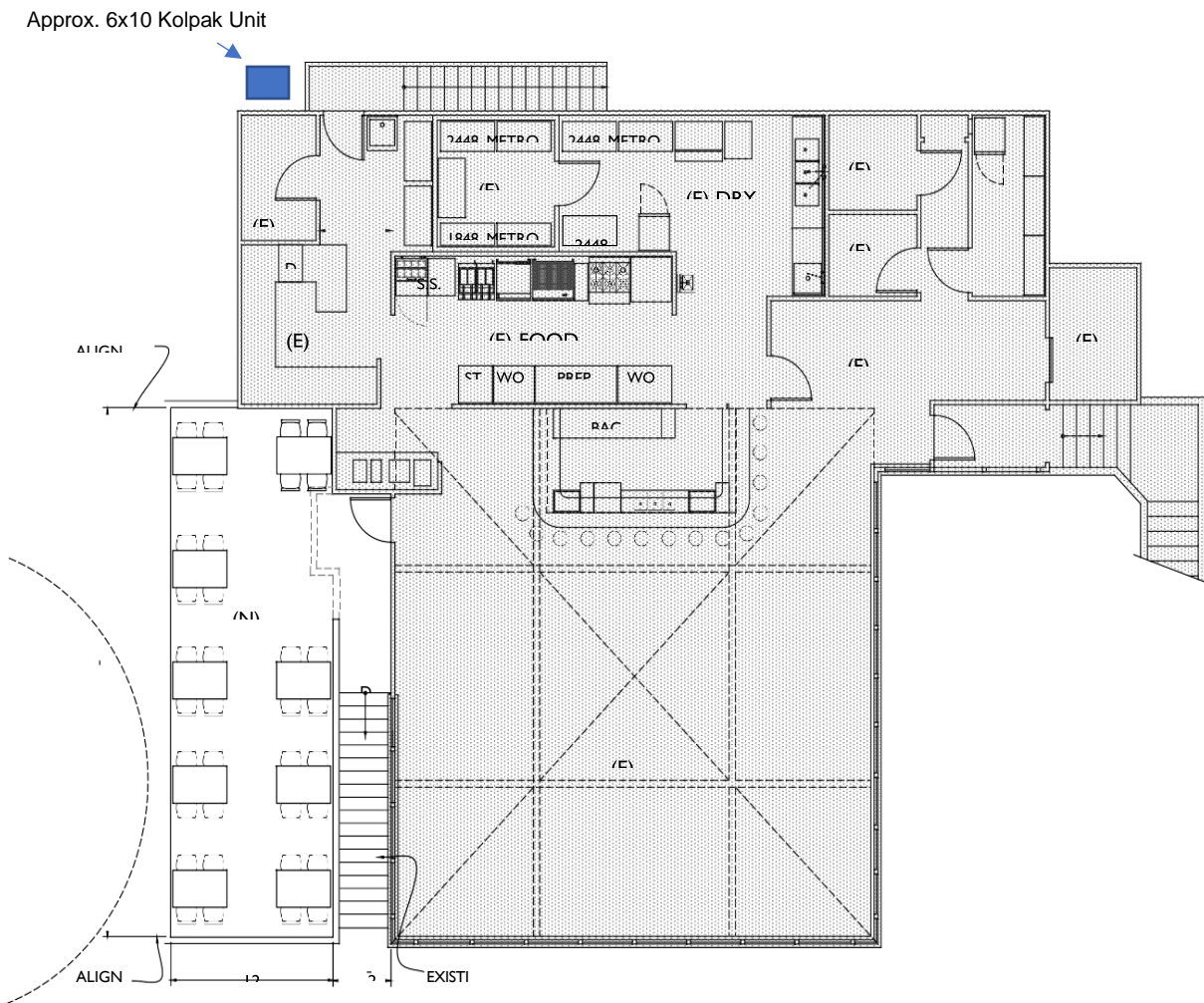
Its: \_\_\_\_\_  
By:   
Ciera Kash  
Its: \_\_\_\_\_



**EXHIBIT 'A'**  
**Premises Map and Diagram**

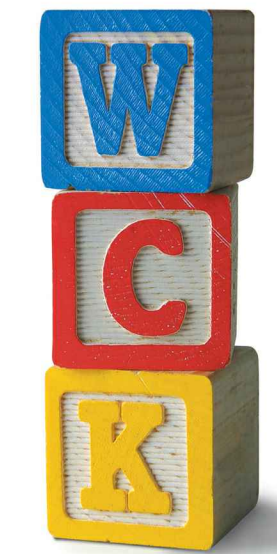
# PREMISES MAP AND DIAGRAM 493 LAKE AVENUE, SECOND STORY RESTAURANT

Note: Premises Map depicts second story deck to be constructed.





**EXHIBIT 'B'**  
**Dining Deck**



WILLIAM C. KEMPF  
ARCHITECT  
911 Center Street, Suite F  
Santa Cruz, CA 95060  
831 459-0951  
www.wckempf.com

NEW DECK FOR  
**JOHNNY'S HARBORSIDE RESTAURANT**  
493 LAKE AVENUE, SANTA CRUZ, CA  
PROPOSED SECOND FLOOR PLAN

DRAWING DATE:  
SEPTEMBER 2, 2020  
A.P.N.  
010-311-08  
CLIENT NAME:  
JOHNNY'S HARBORSIDE  
PROJECT NAME:  
JOHNNY'S DECK

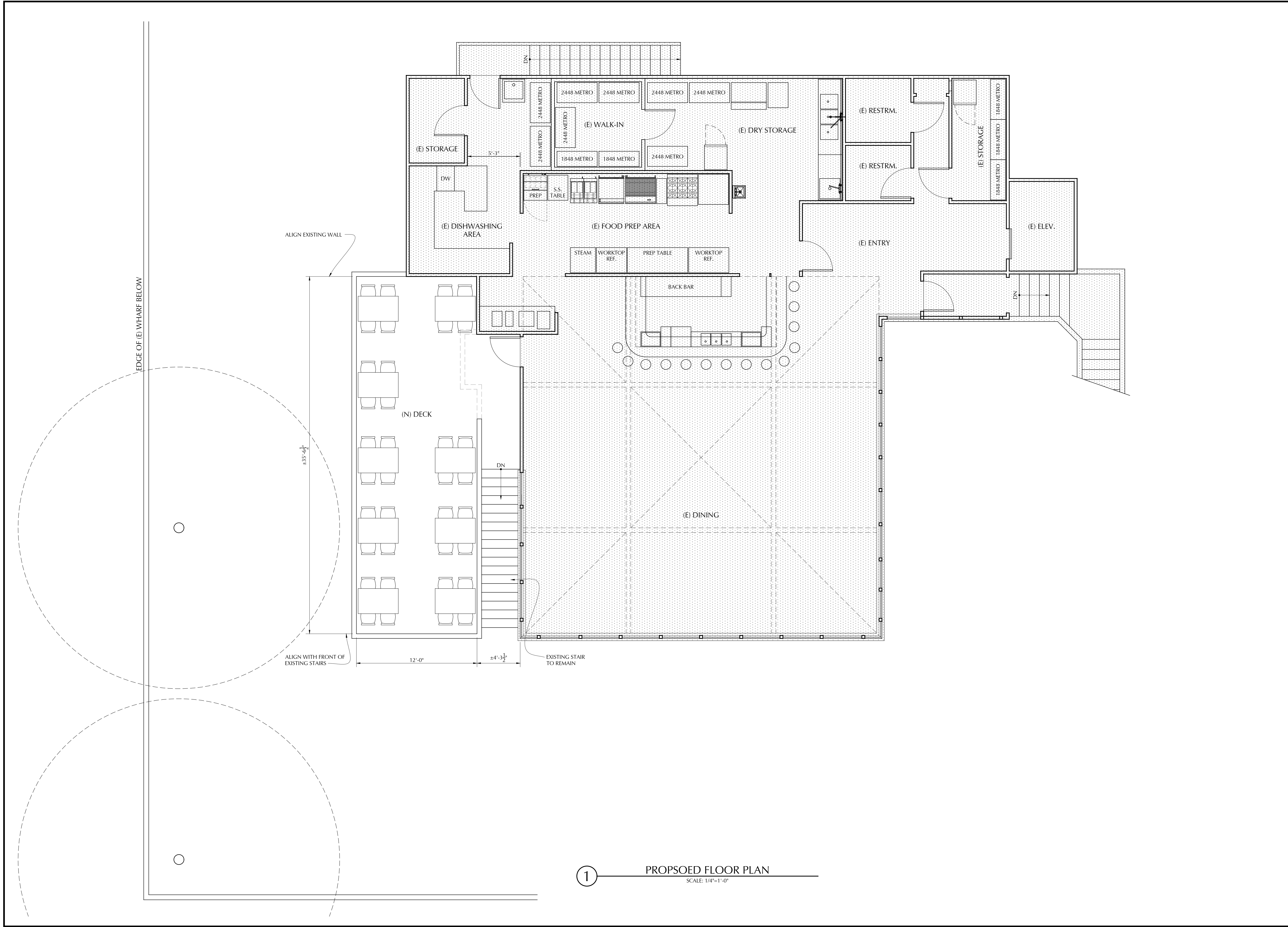
REVISIONS		
No.	DESCRIPTION	DATE

APPROVAL STAMP

STAMP

DISCLAIMER  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF WILLIAM C. KEMPF, ARCHITECT. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE ALTERED, REPRODUCED, OR USED WITHOUT THE CONSENT OF THE ARCHITECT. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ARCHITECT. UNAUTHORIZED USE IS PROHIBITED.

SHEET  
**A1**

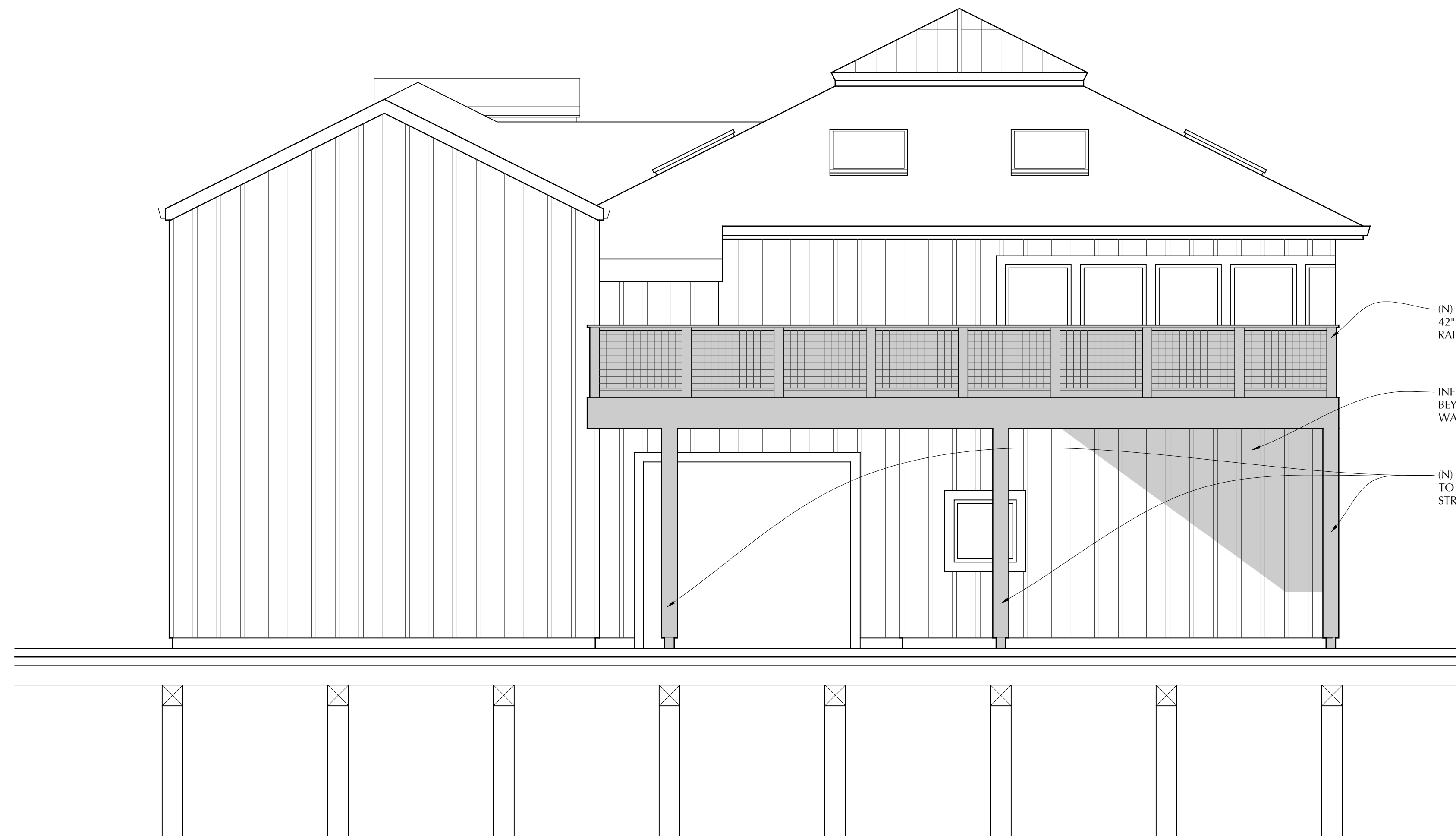


**1** PROPOSED FLOOR PLAN  
SCALE: 1/4"=1'-0"





① ————— EXISTING EAST ELEVATION  
SCALE: 1/4"=1'-0"



② ————— PROPOSED EAST ELEVATION  
SCALE: 1/4"=1'-0"

(N) DECK WITH  
42" TALL WOOD  
RAILING

INFILL (E) RAILING  
BEYOND WITH NEW  
WALL SHOWN SHADED

(N) POST LOCATIONS  
TO BE VERIFIED BY  
STRUCTURAL ENGINEER

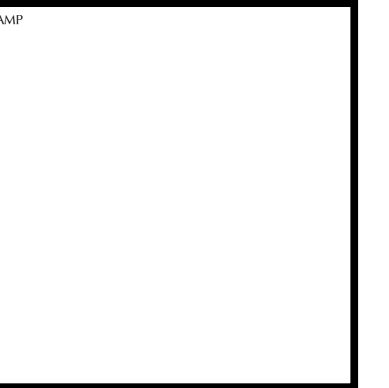
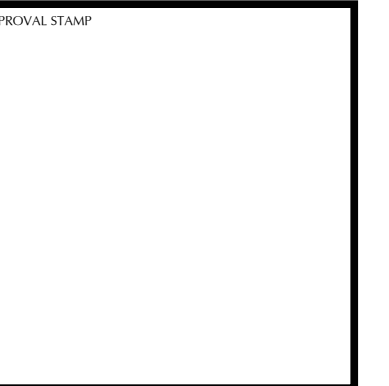


WILLIAM C. KEMPF  
ARCHITECT  
911 Center Street, Suite F  
Santa Cruz, CA 95060  
831 459-0951  
www.wckempf.com

NEW DECK FOR  
**JOHNNY'S HARBORSIDE RESTAURANT**  
493 LAKE AVENUE, SANTA CRUZ, CA  
EXISTING & PROPOSED EAST ELEVATIONS

DRAWING DATE:	SEPTEMBER 2, 2020
A.P.N.:	010-311-08
CLIENT NAME:	JOHNNY'S HARBORSIDE
PROJECT NAME:	JOHNNY'S DECK

REVISIONS		
No.	DESCRIPTION	DATE



**DISCLAIMER**  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF WILLIAM C. KEMPF, ARCHITECT. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE ALTERED, REPRODUCED, OR USED WITHOUT THE CONSENT OF THE ARCHITECT. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ARCHITECT. UNAUTHORIZED USE IS PROHIBITED.

SHEET  
**A2**



WILLIAM C. KEMPF  
ARCHITECT  
911 Center Street, Suite F  
Santa Cruz, CA 95060  
831 459-0951  
www.wckempf.com

NEW DECK FOR  
**JOHNNY'S HARBORSIDE RESTAURANT**  
493 LAKE AVENUE, SANTA CRUZ, CA  
EXISTING & PROPOSED NORTH ELEVATIONS

DRAWING DATE:  
SEPTEMBER 2, 2020  
A.P.N.  
010-311-08  
CLIENT NAME:  
JOHNNY'S HARBORSIDE  
PROJECT NAME:  
JOHNNY'S DECK

REVISIONS		
No.	DESCRIPTION	DATE

APPROVAL STAMP

STAMP

**DISCLAIMER**  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF WILLIAM C. KEMPF, ARCHITECT. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE ALTERED, REPRODUCED, OR USED WITHOUT THE CONSENT OF THE ARCHITECT. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ARCHITECT. UNAUTHORIZED USE IS PROHIBITED.

SHEET  
**A3**



① — EXISTING NORTH ELEVATION  
SCALE: 1/4"=1'-0"



② — PROPOSED NORTH ELEVATION  
SCALE: 1/4"=1'-0"



**Exhibit C**  
**GUARANTY**

## **GUARANTY OF LEASE**

This Guaranty of Lease ("Guaranty") dated for reference purposes only September 1, 2021, is executed by Richard Kash ("Guarantor") in favor of Santa Cruz Port District, a California special district ("Landlord").

### RECITALS

WHEREAS, Landlord and Harbor Culinary Enterprises, Inc. ("Tenant") have entered into a Lease dated for reference purposes only September 1, 2021, ("Lease") whereby Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord the premises located at 493B Lake Avenue, Santa Cruz, California ("Premises"); and

WHEREAS, as a condition of said Lease, Landlord has required that Guarantor execute and deliver to Landlord this Guaranty.

NOW, THEREFORE, in consideration of Landlord entering into the Lease of the Premises to Tenant, Guarantor covenants and agrees as follows:

Guarantor absolutely and unconditionally guarantees to Landlord the timely payment of all amounts that Tenant may at any time owe under the Lease. Guarantor further guarantees to Landlord the full, faithful, and timely performance by Tenant of the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs, or charges, or in the performance of any covenant or obligation under the Lease, then Guarantor, at Guarantor's expense, shall on demand by Landlord, fully and promptly pay all rent, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Tenant pursuant to the Lease. In addition, Guarantor shall on demand by Landlord pay to Landlord all sums due to Landlord, including, without limitation, all interest on past due obligations of Tenant, costs advanced by Landlord, damages, and all expenses (including, without limitation, court costs and reasonable attorneys' fees) that may arise in consequence of Tenant's default.

All sums due and payable pursuant to this Guaranty shall be payable upon demand.

The obligations of Guarantor under this Guaranty are independent of the obligations of Tenant. A separate action may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with, or based upon the Lease. Guarantor waives any right to: (a) Require Landlord to proceed against Tenant or any other person or entity or pursue any other remedy in Landlord's power; (b) complain of delay in the enforcement of Landlord's rights under the Lease; and (c) require Landlord to proceed against or exhaust any security held from Tenant or Guarantor. Guarantor waives all demands upon and notices to Tenant and to Guarantor, including without limitation, demands for performance, notices of nonperformance, notices of nonpayment, and notices of acceptance of this Guaranty.

This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Tenant or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency,



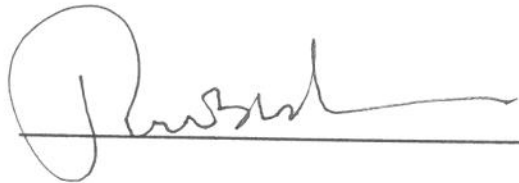
bankruptcy, reorganization, moratorium, or other debtor relief, act, or statute, whether now existing or later amended or enacted, or the disaffirmation of the Lease in any action or otherwise.

This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may, without notice, assign this Guaranty, the Lease, or the rents and other sums payable under the Lease, in whole or in part.

In addition to the amounts guaranteed pursuant to the above paragraphs, Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty or in any action or proceeding arising out or relating to this Guaranty.

Nothing herein shall in any way modify any of the terms and provisions of the Lease. Notwithstanding anything to the contrary in this Guaranty, this Guaranty is subject to Paragraph 5(h) of the Lease.

Date: 6.10.21, 2021

A handwritten signature in black ink, appearing to read "J. [unclear]", is written over a horizontal line. The signature is cursive and somewhat stylized.

Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
831.475.9558 Fax  
www.santacruzharbor.org



PORT COMMISSIONERS:  
Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

TO: Port Commission  
FROM: Carl Wulf, Facilities Maintenance & Engineering Manager  
DATE: June 16, 2021  
SUBJECT: Award of Contract for Pavement Repairs

**Recommendation:** *Award a contract for paving repairs on the harbor's east and west parking areas; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount of \$200,000.00.*

## BACKGROUND

Maintenance crews have identified approximately 47,960 square feet of roadway in need of paving repairs in the northeast and southwest harbor. The project was advertised in accordance with the procedures contained in the California Public Contract Code.

## ANALYSIS

Bids will be received until Monday, June 21, 2021, at 2:00 PM. Staff will review all bids received for consistency with the proposal requirements. Staff will check references and qualifications, determine the lowest responsive bidder, and determine the contract amount and appropriation.

## IMPACT ON PORT DISTRICT RESOURCES

Adequate funding for this project is available in the Capital Improvement Program. The fund balance for Paving Repairs (F006) had \$202,617.74 as of June 16, 2021.





TO: Port Commission  
FROM: Carl Wulf, Facilities Engineering Manager  
DATE: June 21, 2021  
SUBJECT: Award of Contract for Pavement Repairs (NTE \$199,034)

**Recommendation:** *Authorize the Port Director to execute the contract documents with Monterey Peninsula Engineering, Inc.; and authorize a not-to-exceed amount of \$199,034 for paving repairs from the Capital Improvement Project fund for the amount of the contract.*

## **BACKGROUND**

Maintenance crews have identified areas of the roadway in both the north and south harbor that are in need of paving repairs. The sections scheduled to be repaved include the following:

### Northeast Harbor

Paving shall be on the main drive path extending south from approximately the X-2 gate to the trash compactor adjacent to U-Dock. The area consists of approximately 29,160 SF and does not include the lesser trafficked parking spaces to the east and west of the roadway or the area under the compactor.

### Southwest Harbor

Paving shall be on the main drive path extending from approximately FF-Dock to F-Dock, including the area located in front of the Coast Guard substation. The area consists of approximately 18,800 SF and does not include the lesser trafficked parking spaces to the east and west of the roadway.

Informal bids were solicited in accordance with the California Public Contract Code. Monterey Peninsula Engineering, Inc. submitted the lowest bid, totaling \$4.15/SF. The project consists of repaving approximately 47,960 SF, for a project total of \$199,034.

## **ANALYSIS**

Work required as part of this project consists, in general, of grinding out the existing pavement, compaction of subgrade material, and installation of 4" standard ¾" hot mix asphalt. In total, approximately 47,960 SF will be repaved. A contingency is not included as the project was bid on a price per square foot basis. In the event of any unforeseen project costs, the total area proposed for paving can be reduced to remain within the contract limit.

Monterey Peninsula Engineering, Inc. has a good reputation for quality work. They have previously performed work at the harbor, including most recently the paving of the West Jetty Walkway in 2013.

## **IMPACT ON PORT DISTRICT RESOURCES**

Adequate funding for this project is available in the Capital Improvement Project Pavement Repairs (F006) project fund, which as of June 21, 2021, has an available balance of \$202,618.

Santa Cruz Port District  
**Resolution 21-02**

**RESOLUTION SUSPENDING EMERGENCY AUTHORITY GRANTED TO  
THE SANTA CRUZ HARBOR PORT DIRECTOR  
UNDER THE CORONAVIRUS (COVID-19) EMERGENCY DECLARATION**

June 22, 2021

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

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

A resolution suspending emergency authority granted to the Santa Cruz Harbor Port Director under the Coronavirus emergency declaration.

WHEREAS, on April 2, 2020, Resolution 20-03 granted emergency authority to the Santa Cruz Harbor Port Director as a response measure to the Coronavirus pandemic which had created a condition of extreme peril to the health and safety of persons and property within Santa Cruz Harbor; and,

WHEREAS, on June 15, 2021, State of California Governor Gavin Newsom announced an end to the most stringent pandemic-related emergency restrictions and mandates in California, marking a return to near normal operations for government entities, business and citizens alike; and,

WHEREAS, the broadened emergency authorities vested in the Port Director under Resolution 20-03 (Attachment A) are no longer necessary to respond to the rapidly changing health and safety concerns caused by the pandemic.

NOW, THEREFORE, BE IT RESOLVED the Santa Cruz Port District Commission hereby suspends the existence of a local emergency due to the Coronavirus pandemic and suspends the emergency authorities granted to the Port Director except as may be prescribed by federal and state law, by ordinances and resolutions approved by the Santa Cruz Port District Commission.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 22<sup>nd</sup> day of June, by the following vote:

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

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

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

Approved by:

\_\_\_\_\_  
Toby Goddard, Chairman  
Santa Cruz Port District Commission



Santa Cruz Port District  
**Resolution 20-03**

**DECLARATION OF EMERGENCY AUTHORITY GRANTED TO  
THE SANTA CRUZ HARBOR PORT DIRECTOR  
UNDER THE CORONAVIRUS (COVID-19) EMERGENCY DECLARATION**

April 2, 2020

On the motion of Commissioner **GODDARD**  
Seconded by Commissioner **GEISREITER**

A declaration of emergency authority is granted to the Santa Cruz Harbor Port Director by the Santa Cruz Port District Commission.

WHEREAS, the Santa Cruz Port District Commission does hereby declare:

- I. That the Harbor Commission, by Resolution 20-02, declared a local emergency at its special meeting on March 16, 2020 based on a condition of extreme peril to the health and safety of persons and property within Santa Cruz Harbor caused by the coronavirus (COVID-19) pandemic commencing in late-2019, and continuing to the present with no end to the local emergency identified at this time.
- II. That the conditions of extreme peril to the health and safety of persons and property is a global pandemic impacting Santa Cruz Harbor; and,
- III. That the emergency will cause Santa Cruz Harbor to seek public assistance including all levels of state and federal aid; and
- IV. That the aforesaid conditions of extreme peril necessitate the vesting of broad authority in the Port Director to act on behalf of the Port to respond to the rapidly changing health and safety concerns during the continuance of this local emergency.

It is further declared that the broadened authority vested in the Port Director shall remain in effect until the local emergency declared in Resolution 20-02 is terminated by the Santa Cruz Port District Commission and/or COVID-19 emergency restrictions and mandates are lifted by state and federal authorities.

NOW, THEREFORE, BE IT RESOLVED the Santa Cruz Port District Commission, under special meeting provisions of the Brown Act as approved by the Governor of the State of California in Executive Orders N 25-20 and N-29-20 (and applicable successor orders), does declare that since a local emergency now exists throughout Santa Cruz Harbor, IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the Port Director shall have authority to:

- A. In consultation with the Port Commission Chair and/or Vice-Chair, enter into contracts of up to \$50,000 for identified priority capital improvement projects and necessary services on behalf of the Port District without receiving preauthorization of the Santa Cruz Port District Commission.
- B. Execute grant agreements to secure federal and state grants or disaster assistance on behalf of the Port District without receiving preauthorization of the Santa Cruz Port District Commission.
- C. Make personnel decisions on behalf of the Port District to the extent necessary to temporarily respond to the COVID-19 emergency, including work hours, working conditions, and benefit

decisions. Fiscal impacts under this section shall be reviewed with, and/or approved in consultation with, the Santa Cruz Port District Commission Chair or Vice-Chair.

- D. Change the location of the Santa Cruz Port District Commission's regular monthly meetings to an online web conferencing platform which is accessible to the public, or otherwise in compliance with applicable state and local orders and rules.
- E. Make decisions as necessary in the furtherance of public health and safety interests.
- F. Temporarily suspend late fee and interest charges, and forestall slip revocations and tenant evictions due to delinquency for a period of 90 days, through June 30, 2020, which may be extended on a month-to-month basis by the Port Commission.

The Port Director shall provide regular updates to the Santa Cruz Port District Commission regarding any exercise of her emergency authority relating to any and all of the above-identified matters, as appropriate.

Except as otherwise provided herein, the powers, functions and duties of the Port Director of Santa Cruz Port District shall be those prescribed by State law, and by ordinances and resolutions of the Santa Cruz Port District approved by the Santa Cruz Port District Commission.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 2<sup>nd</sup> day of April, at a special meeting of the Commission, by the following vote:

**AYES: REED, GODDARD, SMITH, GERTLER, GEISREITER**

**NOES: NONE**

**ABSENT: NONE**

Approved by:



Steve Reed, Chairman  
Santa Cruz Port District Commission



Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
831.475.9558 Fax  
www.santacruzharbor.org



PORT COMMISSIONERS:  
Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

TO: Port Commission  
FROM: Marian Olin, Port Director  
DATE: June 7, 2021  
SUBJECT: California Special Districts Association 2021 Board of Directors Elections

**Recommendation:** *Provide direction to staff on casting the Port District's vote for CSDA representative for Seat A.*

## BACKGROUND

The California Special Districts Association (CSDA) Board of Directors is represented by members from six regional divisions with three seats from each region. CSDA is conducting an election for a representative from our area (Coastal Network) for Seat A.

CSDA Board of Directors Election Ballot - Term 2022-2024; Seat A - Coastal Network Candidates:

- Elaine Magner, Pleasant Valley Recreation and Park District
- Hugh Rafferty, Santa Maria Public Airport District

The deadline to cast a vote through the new, electronic CSDA Board of Directors election ballot is July 16, 2021, at 5:00 pm.

## ANALYSIS

Candidate information sheets and statements for E. Magner and H. Rafferty are attached.

ATTACHMENT: A. Candidate Details



**California Special  
Districts Association**

*Districts Stronger Together*

## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

**Name:** Elaine Magner

**District/Company:** Pleasant Valley Recreation and Park District

**Title:** Board Director

**Elected/Appointed/Staff:** Elected

**Length of Service with District:** Since February 2008

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

I currently serve on the CSDA Board of Directors as the Vice President. As the CSDA Vice President I serve on all CSDA committees. In the past I have been on the Fiscal, Audit, Elections and Bylaws, Membership and Professional Development and provide input to many of the CSDA Expert Feedback Teams including Human Resources and Personnel, Governance and Revenue Teams. Also I am one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Exhibitors Showcase annually.

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

No

**3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

Serve as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee focusing on senior needs including facilities.

**4. List civic organization involvement:**

Member of the Camarillo Health Care District Early Morning Executive Panel – pre-COVID.





Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for re-election.

I'm currently CSDA Board Vice President, having also served as Secretary and Treasurer. I've chaired the Fiscal and Membership committees, now serving as the ex-officio on all CSDA committees. I'm a representative to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director  
Pleasant Valley Recreation and Park District



**2021 CSDA BOARD CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Hugh Rafferty

District/Company: Santa Maria Public Airport District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 10 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

CSDA Secondary Legislative Committee

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

California Credit Union League - PAC and Advocacy Committee

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Santa Barbara County Chapter CSDA

4. List civic organization involvement:

Santa Barbara County Taspayers Association

Chamber of Commerce - Leadership Santa Maria

**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**

## CSDA Board of Directors 2021 – 2023 Election Candidate Statement

I am the Past-president of the Santa Maria Public Airport District, and currently serve as Board Secretary. I have served on the District board for 10 years.

I'm the Past-president of the Santa Barbara County Chapter of CSDA, and continue to serve on the Board of Directors. I've served on the board for approximately 7 years. In addition, I currently serve on the CSDA Secondary Legislative Committee, and have served on the HR Support Committee.

I'm a past member of the Santa Maria Valley Chamber of Commerce Board of Directors, and currently serve on its Leadership Santa Maria Valley Board.

I'm an Honorably Discharged Marine Corps Veteran, and was designated a Lifetime Honorary Commander Emeritus by the 30<sup>th</sup> Space Wing at Vandenberg Air Force Base.

I hold a BA degree in General Studies, an MA in Human Development and Management, and a Ph. D in Management.

In addition to the above, I serve/have served in the following capacities:

- . Board Member and Past President – Santa Barbara County Taxpayers Association
- . Current President – Committee to Improve North (Santa Barbara) County
- . Chairman – Volunteer Leadership Committee, California Credit Union League
- . Board Member – California Credit Union League Advocacy Committee and Political Action Committee

I'm the recipient of several California Assembly, California State Senate and Congressional Certificates of Recognition, as well as Chamber of Commerce Citizen of the Year, and California Credit Union League Volunteer of the Year Awards.

My work with these various organizations has brought me into contact with numerous City, County, State and Federal elected officials, as well as managers and directors and employees of a number of special districts, and I hope to bring these experiences to the CSDA Board of Directors

I hope you will consider me for election to the CSDA Coastal Network board position.

---

Hugh Rafferty



Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2021

Date	No.	Vendor	Description	Amount
5/13/2021	54992	Taquitos Nayarit	Employee Recognition Luncheon	550.00
5/14/2021	54993	Ace Portable Services	Portable Toilet Rental	105.93
5/14/2021	54994	Allied Administrators for Delta Dental	Dental Insurance	2,966.00
5/14/2021	54995	A Sign ASAP!	Fish Cleaning Tables Signage	352.30
5/14/2021	54996	AT&T	Telephone	1,847.57
5/14/2021	54997	A Tool Shed Rentals	Lawn Aerator & Boring Auger Rental	198.13
5/14/2021	54998	CIT	Telephone System Lease	323.09
5/14/2021	54999	Bay Building Janitorial, Inc.	Janitorial Service	5,292.00
5/14/2021	55000	Bay Plumbing Supply, Inc.	Check Valve, Ball Valve, Pipe Fittings, PVC Cement, Pipe Clamps, Sealant, Galvanized Coupling, Pipe, Cutting Oil, Pipe Adapter	982.21
5/14/2021	55001	Bayrakeri, Michael	Security Deposit Refund	259.16
5/14/2021	55002	Bayside Oil II, Inc.	<i>Twin Lakes</i> Engine Oil, Waste Oil Disposal	1,475.26
5/14/2021	55003	Big Creek	Concrete Mix	58.34
5/14/2021	55004	Denevan, Brighton	Promotional Video & Photographs	150.00
5/14/2021	55005	Bruno, Glen	Security Deposit Refund	227.74
5/14/2021	55006	Buchanan, Kai	Security Deposit Refund	336.00
5/14/2021	55007	Carpi & Clay	Washington Representation	800.00
5/14/2021	55008	California Marine Affairs and Navigation Conference	Annual Membership	2,100.00
5/14/2021	55009	Comcast	Business Internet & Television	387.51
5/14/2021	55010	Complete Mailing Service	Statement Mailing & Postage	516.22
5/14/2021	55011	Computer Technical Specialists, Inc.	E-mail Scanning & Backup	732.24
5/14/2021	55012	County of Santa Cruz Auditor	Citation Tax (January - March)	3,886.00
5/14/2021	55013	County of Santa Cruz DPW	7th & Brommer Lot Rental	1,200.00
5/14/2021	55014	Crystal Springs Water Co.	Boatyard Drinking Water	29.25
5/14/2021	55015	Darco Printing & Paper	Envelopes	203.42
5/14/2021	55016	Data Ticket, Inc.	Citation Processing (March)	300.00
5/14/2021	55017	Ewing Irrigation Products, Inc.	Pipe Adapter, Trenching Shovel, Irrigation Valves	362.12
5/14/2021	55018	Ferguson Enterprises, Inc.	Westside Water Main Pipe, Pressure Relieving Valves, Pipe Fittings, Bushings	7,255.88
5/14/2021	55019	Flyers Energy, LLC	Travelift Fuel	65.08
5/14/2021	55020	Fogarty, Tom	Security Deposit Refund	385.11
5/14/2021	55021	Garda CL West, Inc.	Deposit Courier Service	293.28
5/14/2021	55022	Government Finance Officers Association	Annual Membership	160.00
5/14/2021	55023	Grainger	Disposable Masks, Respirators, Respirator Cartridges, Respirator Storage Bags, Safety Glasses, Ear Plugs, Stop Sign, Water Filters, <i>Twin Lakes</i> Diaphragm Pump, Paint Rollers	2,764.41
5/14/2021	55024	GRUTZMACHER, KURT	Security Deposit Refund	1,075.20
5/14/2021	55025	Gsolutionz	Telephone System Support	216.95

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2021

Date	No.	Vendor	Description	Amount
5/14/2021	55026	Herberg, Mike	Security Deposit Refund	652.24
5/14/2021	55027	Kelly-Moore Paint Company, Inc.	<i>Twin Lakes</i> Primer	1,109.19
5/14/2021	55028	Kevin Melrose	Expense Reimbursement: Boatyard Paint Shakers	356.00
5/14/2021	55029	Lowy Fire Protection, Inc.	2222 East Cliff Drive Fire Sprinkler Control Valve	850.00
5/14/2021	55030	Marina Ware	Electronic Locks for Dock Gates	3,004.38
5/14/2021	55031	Mid County Auto Supply	Forklift Battery, Hydraulic Fluid, Diesel Exhaust Fluid	286.74
5/14/2021	55032	Mission Uniform Service	Uniform Service	147.28
5/14/2021	55033	MPress Digital Inc.	Business Cards	368.75
5/14/2021	55034	North Bay Ford	Patrol Truck Tail Light Repair	56.98
5/14/2021	55035	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	330.00
5/14/2021	55036	Pacific Gas & Electric Company	Utilities	2,995.23
5/14/2021	55037	Palmer, Darrell	Expense Reimbursement: Boat Stand Training	50.00
5/14/2021	55038	Praxair Distribution Inc.	Welding Gas	83.07
5/14/2021	55039	Ramos Oil Inc.	<i>Twin Lakes</i> Fuel	27,531.28
5/14/2021	55040	RDO Equipment Co.	<i>Dauntless &amp; Squirt</i> Engine Overhaul Kits, Filter Impeller Kits	4,206.41
5/14/2021	55041	RYAN, MICHAEL	Security Deposit Refund	207.00
5/14/2021	55042	SC Fuels	Fuel Dock Gas & Diesel	45,633.32
5/14/2021	55043	Santa Cruz Municipal Utilities	Utilities	2,094.92
5/14/2021	55044	Shipton, Elizabeth	Security Deposit Refund	576.84
5/14/2021	55045	The Home Depot Pro Institutional	Janitorial Supplies	2,801.28
5/14/2021	55046	U.S. Bank Equipment Finance	Copier Lease	151.31
5/14/2021	55047	US Relay	Webcam Service	484.00
5/14/2021	55048	Verizon Wireless	Cell Phone & Tablet Service	631.63
5/14/2021	55049	Weaver, Douglas	Security Deposit Refund	236.30
5/18/2021	55050	Gorin+Cohen Consulting Group	7th & Brommer Feasibility Land Planning Study	22,560.00
5/18/2021	55051	Island Home & Garden	Ed Larson Memorial Garland	390.00
5/28/2021	55052	AA Safe & Security Co.	2222 East Cliff Drive Lock Rekey	62.65
5/28/2021	55053	ACCO Engineered Systems	2222 East Cliff Drive Quarterly Boiler Maintenance	335.00
5/28/2021	55054	Allied Universal	Security Patrol	919.82
5/28/2021	55055	Amerigas	Ancillary Equipment Fuel	144.26
5/28/2021	55056	A Sign ASAP!	Dock Gate Signage	345.71
5/28/2021	55057	AT&T	Telephone	1,299.88
5/28/2021	55058	AT&T Mobility	Tablet Service	235.00
5/28/2021	55059	Atchison Barisone Condotti & Kovacevich	Legal Consultation - \$787.50 General Matters, \$450 Murray Street Bridge	1,237.50
5/28/2021	55060	Bartel Associates, LLC	Fiscal Year 2021 GASB68 & GASB75 Reporting Services	3,450.00

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
May 2021

Date	No.	Vendor	Description	Amount
5/28/2021	55061	Bay Building Janitorial, Inc.	Janitorial Services	5,292.00
5/28/2021	55062	Bay Plumbing Supply, Inc.	Hose Bibs, Slip Tees, Valves, Fittings, Water Pressure Valve	195.29
5/28/2021	55063	Big Creek	J-Dock Bike Rack Lumber & Concrete	161.20
5/28/2021	55064	Central Coast Systems	Quarterly Fire Alarm Monitoring	210.00
5/28/2021	55065	Central Home Supply	J-Dock Bike Rack Gravel & Concrete Tool	21.84
5/28/2021	55066	Citi Cards	Breakroom Supplies	222.55
5/28/2021	55067	Comcast	Business Internet	155.06
5/28/2021	55068	County Specialty Gases	Welding Gas	83.83
5/28/2021	55069	Darco Printing & Paper	Boatyard Service Forms	59.16
5/28/2021	55070	Ewing Irrigation Products, Inc.	Lift Station Shut-Off Valves, Irrigation Supplies	204.30
5/28/2021	55071	Ferguson Enterprises, Inc.	PVC Pipe & Fittings, Galvanized Pipe Fittings	679.96
5/28/2021	55072	Filtrexx	Stormwater Filters	3,351.75
5/28/2021	55073	Flyers Energy, LLC	Travelift & Dredge Equipment Fuel	498.21
5/28/2021	55074	GP Crane & Hoist	Quarterly Hoist Maintenance (\$259.46 Tenant Reimbursable)	389.19
5/28/2021	55075	Grainger	Latex Gloves, Respirators, J-Dock Bike Rack, Parking Meter Batteries, Respirators, Sanding Disks, Breakroom Supplies	1,947.59
5/28/2021	55076	Granite Rock Company	Asphalt & Cement Patch	485.56
5/28/2021	55077	Henderson Marine Supply, Inc.	Dredge Paint	1,340.25
5/28/2021	55078	Jorgensen, Siegel, McClure & Flegel, LLP	Legal Consultation	1,058.75
5/28/2021	55079	Kelly-Moore Paint Company, Inc.	Aerator Pipe Paint, Dredge Can Paint, Paint Brushes, Paint Pail & Lid	1,634.04
5/28/2021	55080	Kevin King	Expense Reimbursement: Fleet Fuel	85.71
5/28/2021	55081	Monroe, Inc.	Harbor Patrol Vehicle Tire Repair	35.00
5/28/2021	55082	MBS Business Systems	Copier Usage Charges	1,724.04
5/28/2021	55083	Mid County Auto Supply	Brake Rotor, Water Taxi Backup Batteries, V-Belt, Water Taxi Fuses	594.31
5/28/2021	55084	Mission Uniform Service	Uniform Service	736.15
5/28/2021	55085	Monterey Bay Marine	Dredge Skiff Outboard Motor Repair & Maintenance	2,160.26
5/28/2021	55086	Mutual of Omaha	LTD/Life/AD&D Insurance	549.04
5/28/2021	55087	Pacific Gas & Electric Company	Utilities	29,145.10
5/28/2021	55088	Palace Art & Office Supply	Office Supplies	152.52
5/28/2021	55089	SC Fuels	Fuel Dock Gas & Diesel	67,323.50
5/28/2021	55090	Santa Cruz Municipal Utilities	Utilities	13,185.44
5/28/2021	55091	Sierra, Michael	Security Deposit Refund	123.69
5/28/2021	55092	SDRMA	2021-2022 Worker's Compensation Insurance	88,422.48
5/28/2021	55093	Staples Credit Plan	Office Supplies	95.14
5/28/2021	55094	Stone, Sol	Citation Refund - Duplicate Payment	49.00



Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 May 2021

Date	No.	Vendor	Description	Amount
5/28/2021	55095	Frog Environmental	Boatyard Media Vessel	7,178.22
5/28/2021	55096	Triton Construction	Underground Storage Tank Testing	2,840.00
5/28/2021	55097	WEX Bank	Fleet Fuel	1,627.50
5/5/2021	Various	Various Employees	4/16/21-4/30/21 Payroll	10,179.87
5/20/2021	Various	Various Employees	5/1/21-5/15/21 Payroll	9,767.24
5/1/2021	EFT	Merchant Services	Online BillPay Credit Card Fees	921.05
5/1/2021	EFT	Merchant Services	Parking Machine Credit Card Fees	5,221.62
5/1/2021	EFT	Merchant Services	Boatyard Credit Card Fees	588.09
5/1/2021	EFT	Gravity Payments	Front Desk Credit Card Fees	2,621.05
5/1/2021	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	963.37
5/1/2021	EFT	Transaction Express	Online BillPay ACH Fees	433.18
5/5/2021	EFT	CalPERS	Health Insurance	44,171.16
5/5/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	7,023.00
5/5/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	7,005.87
5/5/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	1,441.81
5/5/2021	EFT	PAYCHEX	4/16/21-4/30/21 Payroll Direct Deposit	66,096.24
5/5/2021	EFT	PAYCHEX	4/16/21-4/30/21 Payroll Taxes	35,200.66
5/5/2021	EFT	PAYCHEX	Payroll Service Fees	486.35
5/6/2021	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	3,093.75
5/7/2021	EFT	Comerica Commercial Card Services	Credit Card Statement	12,807.38
5/10/2021	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	17.86
5/11/2021	EFT	Comerica Bank	Service Charges	947.96
5/20/2021	EFT	PAYCHEX	Time & Attendance Fees	109.00
5/20/2021	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	3,006.09
5/20/2021	EFT	CalPERS	Unfunded Accrued Liability	25,304.62
5/20/2021	EFT	CalPERS	Unfunded Accrued Liability	2,541.93
5/20/2021	EFT	CalPERS	Unfunded Accrued Liability	524.14
5/20/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	7,030.76
5/20/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	7,005.87
5/20/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	1,226.93
5/20/2021	EFT	PAYCHEX	5/1/21-5/15/21 Payroll Direct Deposit	57,510.80
5/20/2021	EFT	PAYCHEX	5/1/21-5/15/21 Payroll Taxes	28,529.99
5/20/2021	EFT	PAYCHEX	Payroll Service Fees	486.35
5/30/2021	EFT	Windcave, Inc.	Concession Lot Credit Card Device Charges	873.70
<b>Total May 2021 Disbursements</b>				<b>\$ 740,835.69</b>



TO: Port Commission  
FROM: Blake Anderson, Harbormaster  
DATE: June 15, 2021  
SUBJECT: Harbormaster's Report

### National Safe Boating Week May 22-28

In recognition of National Safe Boating Week, Deputy Harbormaster staff organized a lifejacket exchange event at the launch ramp on Saturday, May 22, 2021. Members of the boating public were able to exchange worn, unserviceable, and expired life jackets for a new one, courtesy of the California Division of Boating & Waterways. It is estimated that 70-80 new lifejackets were distributed. Additionally, in conjunction with Safe Boating Week, the District re-launched the Lifejacket Loaner Station located near the launch ramp. The loaner station was created in 2020, but its use was delayed due to concerns over shared equipment during the COVID-19 pandemic. Members of the public in need of a properly fitting personal floatation device (PFD) can borrow one during the day and return it after use.

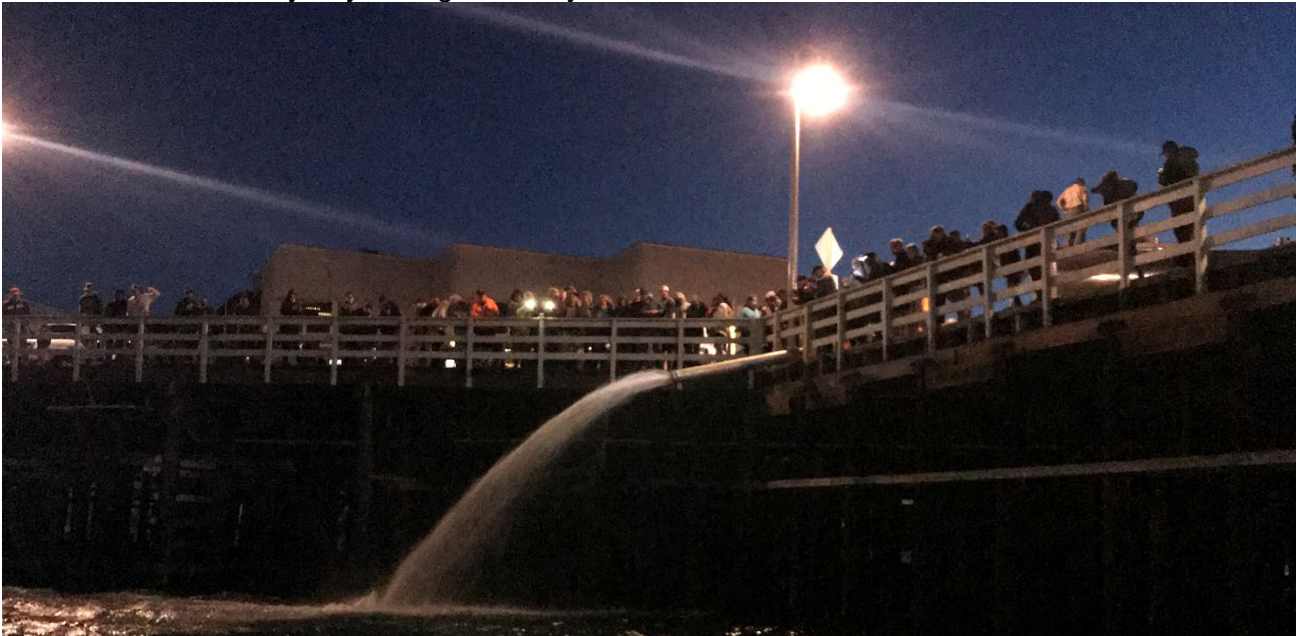


### Commercial Fishing Update

The California Department of Fish and Wildlife ordered the closure of commercial Dungeness Crab fishery on June 1, 2021, due to a high concentration of whales in the fishing grounds. In normal years, the fishery would remain open until June 30, or later. Although participation in the fishery was low, those crabbers still running gear were enjoying high prices and good yields just prior to the closure. The commercial salmon season closed on May 27, 2021, and reopened in the San Francisco and Monterey management zones (Pt. Arena south) on June 16, 2021. Most visiting commercial vessels made their way back up to the northern grounds, although some remained in the Monterey Bay for the start of the season. With bait pushing to the inside and the water warming up, the commercial halibut fishery has seen large yields in recent weeks. Additionally, numerous seiners and light boats have been observed in the Santa Cruz area due to recent squid spawns. The market squid fishery is worth an estimated \$70 million during strong years making it the most valuable on the U.S. West Coast.

### Monterey Bay Salmon and Trout Project Salmon Release

During the evening of May 25, 2021, the Monterey Bay Salmon and Trout Project, in partnership with the California Department of Fish and Wildlife, released an estimated 160,000 juvenile salmon in the waters of the Monterey Bay. The 4"-5" fish originated from the Mokelumne River Hatchery and were released directly off the Santa Cruz Municipal Wharf. The planting of these fish provides substantial benefit to the Monterey Bay fishing economy and the Port District.



### Mental Health Evaluation Training

All Deputy Harbormaster staff participated in a mental health evaluation training on May 24, 2021. The training was provided by the County of Santa Cruz and is required for peace officers that write mental health (W&I 5150) holds.

### Funeral Service

Deputy Harbormaster staff participated in a funeral procession from Santa Cruz to San Luis Obispo County to honor the life of San Luis Obispo Police Officer Luca Benedetti, who was killed in the line of duty on May 10, 2021.

### Sanctuary Advisory Meeting

Staff participated in a remote seminar hosted by NOAA/Sanctuary that discussed the "America the Beautiful" campaign. The campaign, formerly titled the "30x30 Initiative", is an environmental conservation initiative aimed at protecting U.S. land and waters. Of note is the stated goal of protecting 30% of U.S. waters by the year 2030.

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

Staff participated in a virtual meeting hosted by NOAA and Sanctuary officials on June 3, 2021. 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 (CDFW), and California State Parks, and others having oversight and enforcement responsibility within the sanctuary. Topics at this meeting included agency staffing updates, CDFW patrol boat assignments, pollution reporting, violation trends, and abandoned/derelict vessels.

Officer Safety/Use of Force Training

Deputy Harbormaster staff attended a training in Santa Maria, CA from May 17-21, 2021. The training, hosted by the Port San Luis Harbor Patrol, covered arrest and control tactics, search and seizure, impact weapons, chemical agent use, vehicle stops, de-escalation, use-of-force policy, response to mental health issues, and report writing.

Fisheries Report

The fisheries report consists of data from two sources: the Department of Fish and Wildlife (DFW) and the 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.

**May 2021 – Total Port Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Yellowtail Rockfish	139.70	\$1.82	\$254.10
CA Halibut	3,662.26	\$6.32	\$23,160.85
Chinook Salmon	150,676.50	\$10.58	\$1,594,227.68
<b>Total Reported: 154,478.46 lbs.</b>		<b>Total Ex-Vessel: \$1,617,642.50</b>	

Species also landed\* - Northern Anchovy, Butterfish, White Croaker, Sablefish, Lingcod, Jacksmelt, Starry Flounder, Rockfish (various species), Rock Crab, Pomfret, Dover Sole, Sand Sole, Thornyhead Shortspine, White Croaker, Flounder, Pacific Herring, Jacksmelt, Chum Salmon, Pink Salmon

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

**May 2021 – Resident Buyer Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Dungeness Crab	23,905.5	\$10.00	\$239,055.00
CA Halibut	2,003.51	\$6.50	\$13,022.86
Chinook Salmon	32,724.25	\$10.50	\$343,604.62
Sablefish	32.8	\$3.00	\$98.40
Flounder	11.45	\$2.00	\$22.90
Lingcod	62.15	\$3.00	\$186.36
Soles	1.85	\$2.00	\$3.70
Rockfish (various)	798.8	\$2.00	\$1,597.60

**Total Reported: 59,540.31 lbs.**

**Total Ex-Vessel: \$597,591.44**



TO: Port Commission  
FROM: Carl Wulf, Facilities Maintenance & Engineering Manager  
DATE: June 15, 2021  
SUBJECT: Facilities Maintenance & Engineering Manager's Report

### **Dredging Operations:**

#### *Twin Lakes*

Off-season maintenance tasks are underway. Crews successfully moved *Twin Lakes* to her off-season mooring in the north harbor on June 1, 2021. The front ladder assembly, snorkel, generator, and Christmas tree have all been removed and taken to the dredge yard for cleaning, inspection, and repair in preparation for next season. All dredge cans have been removed and are being inspected, repaired, and repainted for next season.

Crews removed all pipe from the beach, removed floating pipeline, and dug up the control valves. Significant wear and corrosion have been discovered on the valve assembly. The control valve assembly will be refurbished then reinstalled on the beach during the first week of July.



#### *Squirt*

*Squirt* is scheduled to be hauled out at the boatyard on June 17, 2021. *Squirt* will occupy the northern area of the boatyard so crews can clean and repaint the hull. Since north harbor dredging is not scheduled for the 2021-22 season, the crew plans to move *Squirt* to the dredge yard for an extended maintenance period to perform necessary mechanical repairs.



## **Maintenance:**

### Gangways

The gangway project is underway, and crews are taking advantage of the low tides in the morning to complete installation of the structural elements needed to support the new gangways. During this project, staff identified one brow pier pile at P-dock that is in poor condition and in need of expedited repair/replacement. Brad Porter of Moffatt & Nichol performed an inspection of the damaged brow pier pile and recommended the pile be sleeved to restore its integrity. This work is anticipated to take place during the upcoming work window (June 15 to November 30) and be performed by in-house crews under the District's current permit for pile repair and replacement.

### Boatyard Storm Water Filtration System - Media Vessel

Maintenance staff assisted with the installation of a new media vessel for the boatyard's storm water filtration system. Installation of the new media vessel has resulted in a visible improvement of the processed/treated effluent.

### J-Dock Bike Rack

Staff poured a concrete pad and installed a large bike rack near J-dock to mitigate the issue of dock clutter.



### Water Conservation Efforts

During the water leak investigation, it was determined that none of the west side docks had pressure regulators. They were running on about 110 PSI; this results in greater use of water. When we re-piped the 2" mainline for docks C, D, and E we installed pressure reduction devices at each dock. So now all docks on the west side have pressure reducers. Immediately, we started getting complaints of not enough water pressure from E-dock slip renters, whether it was washing boats, cleaning off the docks, or blasting fish scales off fish, slip renters were not happy. E-dock boat owners did a pressure survey of their own and complained that the pressures were not the same across all docks. Facilities staff reset all devices to 65 PSI from A-dock to F-dock; 65 PSI is the recommendation for domestic use.

## **Facilities Maintenance & Engineering Manager:**

I continue to work with the different departments/agencies to handle all needs that arise, following up with various engineers regarding the east access road embankment project and 333 Lake Avenue electrical upgrade project. I am currently looking into the process to rebuild the lift stations and bring them up to current standards.



Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
831.475.9558 Fax  
www.santacruzharbor.org



PORT COMMISSIONERS:  
Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

TO: Port Commission  
FROM: Holland MacLaurie, Administrative Services Manager  
DATE: June 15, 2021  
SUBJECT: Regional General Permit Update

## INFORMATION

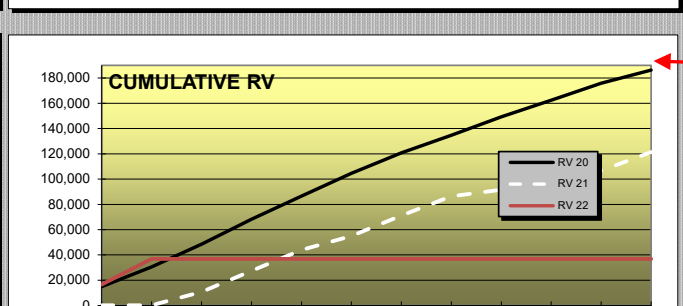
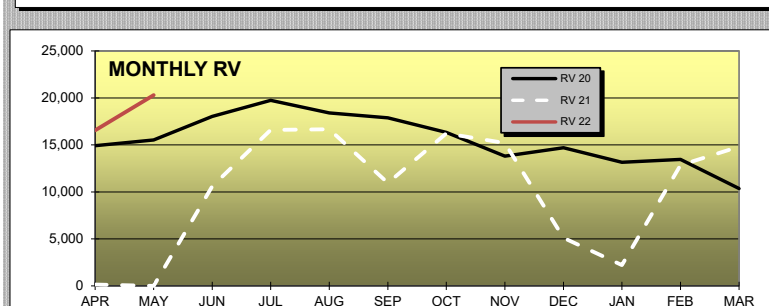
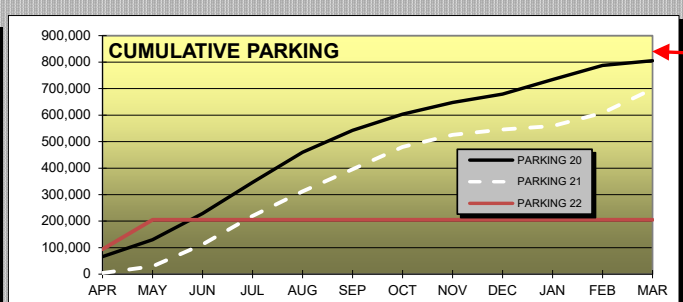
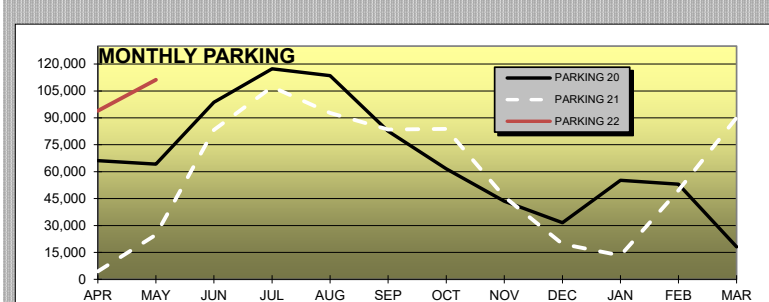
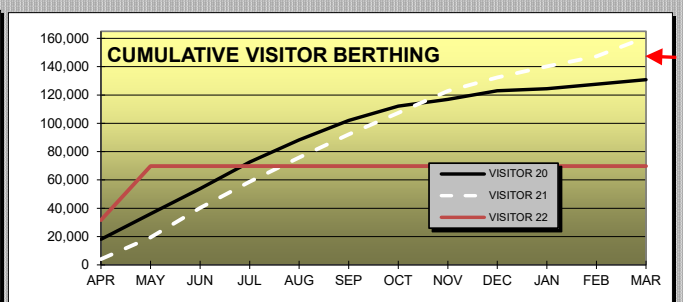
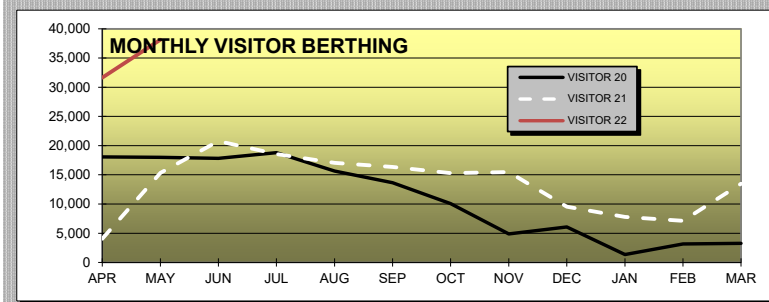
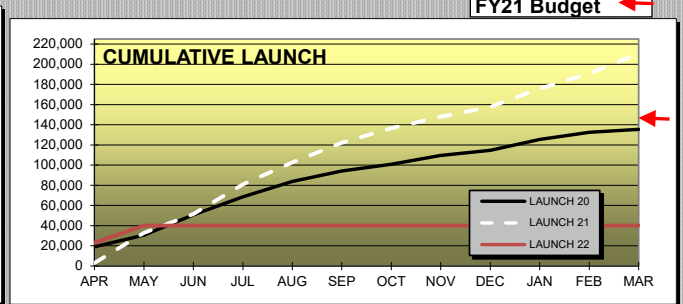
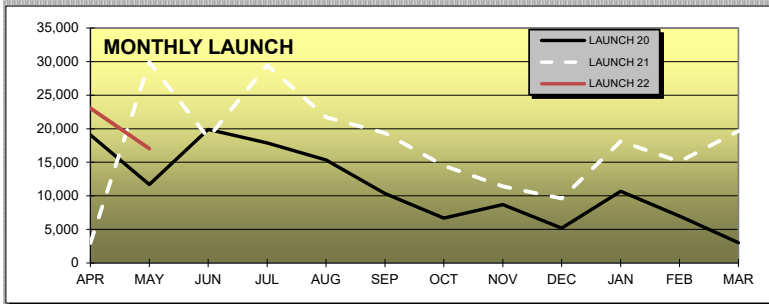
As reported at last month's Commission meeting, the Port District is currently in the process of obtaining a U.S. Army Corps of Engineers Regional General Permit (RGP) for routine maintenance activities throughout the harbor. The RGP will allow the District to implement various maintenance and repair activities on an as-needed basis, including maintenance of docks, piers, and piles; replacement and/or repair of existing piles and pile guides; replacement and/or repair of existing docks; repair of drainage outfalls; embankment repair; emergency pile repair (anticipated to allow 2 to 5 emergency pile replacements per year, i.e., outside of the typical work window); and other minor maintenance activities.

The RGP is designed to provide a comprehensive and consistent approach to conducting routine maintenance activities in the harbor. Historically, the District has obtained individual project permits from the U.S. Army Corps of Engineers (Corp), which is an extensive process. Administering routine maintenance programmatically with a RGP will facilitate the use of longer-term regulatory permits and provide the District with more flexibility. The RGP is anticipated to cover a five-year period, with the option of renewal for a second five-year term.

Application material was submitted to the Corps on January 5, 2021, and to the Regional Waterboard on March 5, 2021. Staff is currently working with our consultants at Horizon Water and Environment to ensure timely consultation with all required regulatory agencies is performed (i.e., California Department of Fish and Wildlife, National Marine Fisheries, and National Oceanic and Atmospheric Administration). It is anticipated that the Regional General Permit will be issued within the next 4-6 months, although that timeline may be extended.

At its regular public meeting of October 29, 2019, the Port District approved a consulting contract with Horizon Water and Environment in an amount not to exceed \$65,000. Staff at Horizon Water and Environment have been instrumental in shepherding the RGP through the application process. As of April 30, 2021, \$55,979.44 of the total contract amount has been expended.

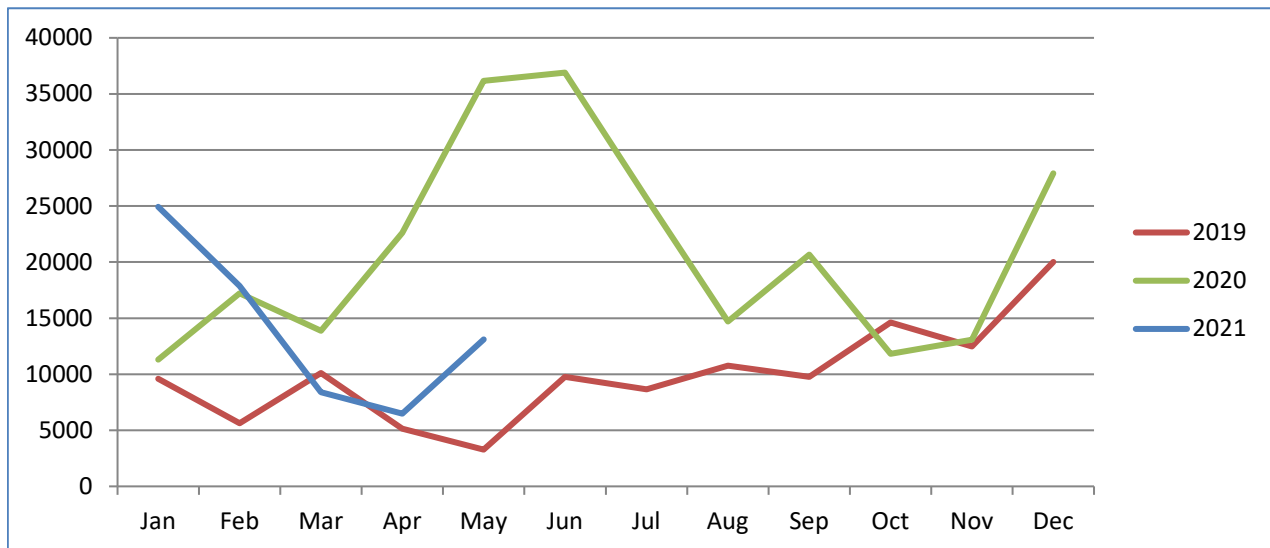
# SEASONAL INCOME



Santa Cruz Port District  
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of June 15, 2021

Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
57413	808.13	880.88	448.30	0.00	2,137.31
56511	491.92	488.12	418.90	0.00	1,398.94
45260	475.91	472.21	443.52	0.00	1,391.64
1934	598.74	669.02	113.14	0.00	1,380.90
47248	434.92	431.56	403.20	0.00	1,269.68
55462	384.12	459.12	381.64	0.00	1,224.88
2093	519.96	521.71	181.64	0.00	1,223.31
3094	406.75	482.50	148.96	0.00	1,038.21
57117	153.55	152.49	126.44	0.00	432.48
56995	151.03	149.99	123.96	0.00	424.98
58583	151.03	149.99	123.96	0.00	424.98
59205	27.24	136.73	132.20	0.00	296.17
48170	84.24	83.76	58.27	0.00	226.27
59198	90.79	90.25	20.00	0.00	201.04
55818	0.00	0.00	25.00	0.00	25.00
<b>Total:</b>	<b>4,778.33</b>	<b>5,168.33</b>	<b>3,149.13</b>	<b>0.00</b>	<b>13,095.79</b>

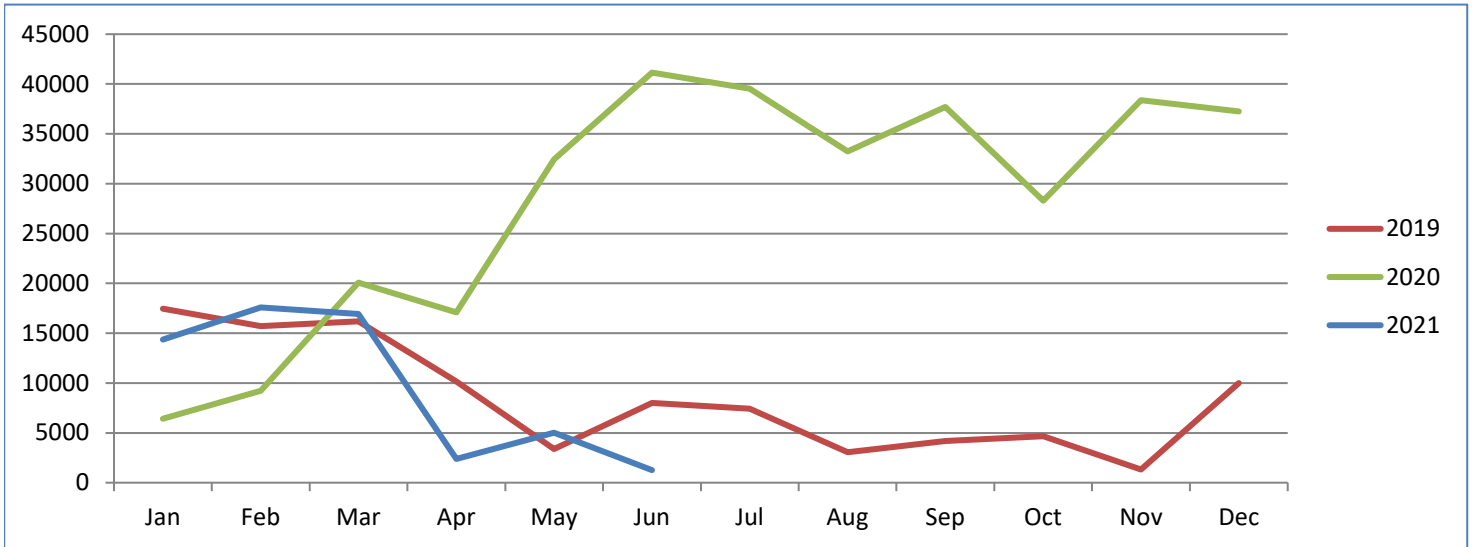




Santa Cruz Port District  
**90+ DAY DELINQUENT ACCOUNTS**

The following accounts have balances 90 days delinquent or greater as of June 15, 2021

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
56783	33.13	33.13	-	1,045.22	1,111.48		Bad Debt
56146	-	-	8.73	141.23	149.96		Bad Debt
<b>TOTAL:</b>	<b>33.13</b>	<b>33.13</b>	<b>8.73</b>	<b>1,186.45</b>	<b>1,261.44</b>		





TO: Port Commission  
FROM: Sean Rothwell, Assistant Harbormaster  
DATE: June 7, 2021  
SUBJECT: Harbor Patrol Incident Response Report – May 2021

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

- 5/2/21 Harbor Patrol responded to a report of a capsized outrigger canoe in the area of Blacks Point. Upon arrival, the crew had self-rescued and were dewatering the vessel. Harbor Patrol stayed on scene until dewatering activities concluded and the vessel was underway. No injuries reported. Harbor Patrol returned to harbor without incident.
- 5/10/21 Harbor Patrol responded to a report of two swimmers in distress in the area of Manresa State Beach. Prior to arrival, the swimmers self-rescued. Harbor Patrol returned to harbor without incident.
- 5/13/21 Harbor Patrol responded to a report of a subject who had fallen in the water in the area of F-dock after he slipped and fell off a fishing vessel. Harbor Patrol brought the victim on board the patrol vessel and transported him to the dock. No injuries reported.
- 5/16/21 Harbor Patrol responded to a report of a man and two children being swept into the ocean in the area of Main Beach after the San Lorenzo River mouth breached. Upon arrival, Harbor Patrol located the two children who were struggling to stay afloat and brought them onboard the patrol vessel. Harbor Patrol then located the male subject and brought him on board the patrol vessel. The male subject was unresponsive, so Harbor Patrol, with assistance from a Central Fire rescue swimmers administered CPR during transport back to the launch ramp. Despite continued resuscitation efforts, the male subject did not survive. The two children were reported to be in stable condition.
- 5/24/21 Harbor Patrol responded to a report of a disabled vessel in the area of Main Beach. Harbor Patrol contacted the vessel operator and assisted in towing the vessel back to the harbor. TowBoatUS was unavailable to take the call. No injuries reported.
- 5/24/21 Harbor Patrol responded to a report of a swimmer in distress in the area of Seacliff State Beach. Prior to arrival, the swimmer self-rescued. Harbor Patrol returned to harbor without incident.
- 5/25/21 Harbor Patrol responded to a report of a swimmer in distress in the area of the Santa Cruz Municipal Wharf. Upon arrival, the swimmer was assisted out of the water by a passing vessel. Harbor Patrol brought the victim on board the patrol vessel and transported her to the wharf where Central Fire units were standing by. No injuries reported. Harbor Patrol returned to harbor without incident.

- 5/25/21 Harbor Patrol responded to a report of a possible suicidal subject in the water or on the cliffs in the area of West Cliff Drive. Harbor Patrol assisted the U.S. Coast Guard in conducting a search of the area. No signs of distress were found. Harbor Patrol returned to harbor without incident.
- 5/27/21 Harbor Patrol responded to a report of two people trapped on the rocks during high tide in the area of New Brighton State Beach. Prior to arrival, the victims were assisted to shore by Central Fire rescue swimmers. Harbor Patrol returned to harbor without incident.
- 5/29/21 Harbor Patrol responded to a report of a capsized catamaran south of the harbor entrance. Upon arrival, Harbor Patrol assisted the operator on board the patrol boat and towed the catamaran back to the harbor. No injuries reported.
- 5/30/21 Harbor Patrol responded to a report of a capsized sailboat one mile southeast of the harbor entrance. Upon arrival, Harbor Patrol assisted the sailboat operator onto the patrol boat and later transferred the victim to the U.S. Coast Guard rescue boat for transport back to the harbor. TowBoat US towed the sailboat back to the harbor. No injuries reported. Harbor Patrol returned to harbor without incident.

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

- 5/9/21 Harbor Patrol responded to a report of a subject complaining of chest pain in the area of V-dock. Paramedics transported the victim to Dominican Hospital for further medical evaluation.
- 5/10/21 Harbor Patrol responded to a report of a bicycle accident in the area of East Cliff Drive and 5th Avenue after a subject had issues navigating the slope of a curb and fell. The victim was treated for minor injuries. Harbor Patrol advised the subject to file a report with the California Highway Patrol.
- 5/22/21 Harbor Patrol responded to a report of a minor vehicle collision in the concession parking lot. Harbor Patrol facilitated the exchange of information between the two parties. No injuries reported.
- 5/29/21 Harbor Patrol responded to a report of a vehicle accident in the area of X-dock after a southbound vehicle struck three parked cars. Upon arrival, Harbor Patrol located a suspect for questioning. The case was turned over to California Highway Patrol, who arrested the suspect for driving under the influence.
- 5/30/21 Harbor Patrol responded to a report of a subject who tripped and fell in the area of FF-dock. Upon arrival, Harbor Patrol assisted the victim who sustained a hip injury during the fall. The victim was transported to Dominican Hospital by paramedics.
- 5/30/21 Harbor Patrol responded to a medical emergency in the area of R-dock, after a subject who was performing work on his vessel cut his leg with a power saw. Upon arrival, Harbor Patrol applied four tourniquets and utilized other first aid procedures to control the bleeding and prepare the victim for transport to the hospital. The victim was transported to Dominican Hospital by paramedics and reported to be in stable condition.



- 5/30/21 Harbor Patrol took an incident report after a bicyclist lost control and fell while riding on the Arana Gulch bike path. Harbor Patrol assisted the victim until paramedics arrived on the scene. Minor injuries were reported.
- 5/30/21 Harbor Patrol responded to a report of an unconscious subject on Twin Lakes State Beach. Upon arrival, Harbor Patrol assisted California State Parks Rangers in administering CPR to the subject. The victim was transported to Dominican Hospital by paramedics and is reported to be in stable condition.

***May Parking Citations: 347***

Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
831.475.9558 Fax  
www.santacruzharbor.org



PORT COMMISSIONERS:  
Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

May 20, 2021

California State Senator John Laird  
17<sup>th</sup> Senate District  
701 Ocean Street, Suite 318A  
Santa Cruz, CA 95060

Dear Senator Laird: *John*

Many thanks to you and your staff for your extraordinary efforts to write a letter of support to Senator Padilla on behalf of Santa Cruz Port District. We recognize the timing was incredibly tight and we appreciate your willingness to support our request on such short notice.

As you know, the federal funding reimburses the Port District for approximately 35% of the annual cost of dredging the federal navigation channel. While this funding is critical to the harbor's operation and supports local jobs and businesses, it is also important to note that the agreement also benefits the federal government by reducing its cost share for maintaining safety and navigability of the harbor channel for commercial and recreational boaters, assuring access for coastal mariners seeking refuge.

Dredging is conducted in the federal navigation channel between November and April each year. Next winter, we'd like to invite you to tour the dredge when it's in operation in the channel and meet the crew. Please let us know when that might work for your schedule.

Thank you again for your support of Santa Cruz Harbor!

Sincerely,

Toby Goddard  
Chairman, Santa Cruz Port District Commission

*Thanks for everything, John. We're pleased to have you as representation in the Senate!*

Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
831.475.9558 Fax  
www.santacruzharbor.org



PORT COMMISSIONERS:  
Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

May 20, 2021

Mayor Donna Meyers  
City of Santa Cruz  
809 Center Street, Room 190  
Santa Cruz, CA 95060

Dear Mayor Meyers:

*Donna*

Many thanks for your extraordinary efforts to write a letter of support to Senator Padilla on behalf of Santa Cruz Harbor. We appreciate your willingness to support our request on such short notice.

As you know, the federal funding reimburses the Port District for approximately 35% of the annual cost of dredging the federal navigation channel. This funding is critical to the harbor's operation. It not only supports local jobs and businesses, but also ensures the safety and navigability of the harbor channel is maintained for commercial and recreational boaters seeking access to the Monterey Bay, and coastal mariners seeking refuge.

Thank you again for your support of Santa Cruz Harbor!

Sincerely,

*Toby Goddard*

Toby Goddard  
Chairman, Santa Cruz Port District Commission

*We really appreciate your support.  
Thanks again!*



# Port Commission Review Calendar 2021-22

## 2021

### January-March

- ✓ Ethics Training Update
- ✓ Committee assignments for 2021
- ✓ Sea Scouts' biannual report
- ✓ Slip vacancy biannual report / waiting list statistics
- ✓ FY 22 Budget
- ✓ Review 5-year CIP
- ✓ Form 700 Filing (due by 03/31 each year)
- ✓ Biennial Anti-Harassment/Anti-Discrimination Training

### April-June

- Dredge Report 2021-22 (postponed to July)

### July-September

- Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- Sea Scouts' biannual report
- Annual Vessel Use List Review
- Slip vacancy biannual report / waiting list statistics
- Johnny's Harborside Restaurant lease exp. 8/15/2021 (*no option to extend*)

### October-December

- Annual review of business use of slips
- Port Commission officers for 2022
- Bayside Marine lease exp. 01/31/2022 (*no option to extend*)

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

- Comprehensive Review of Charter Fees
- Public Benefit Discount Policy

### Key

- Pending
- In process
- ✓ Done

## 2022

### January-March

- Ethics Training Update
- Committee assignments for 2022
- Sea Scouts' biannual report
- Slip vacancy biannual report / waiting list statistics
- FY 23 Budget
- Review 5-year CIP
- Form 700 Filing (due by 03/31 each year)
- Biennial Anti-Harassment/Anti-Discrimination Training
- Santa Cruz Yacht Club lease exp. 03/31/2022 (*no option to extend*)

### April-June

- Dredge Report 2022-23
- Annual Vessel Use List Review
- Biennial Update to Conflict of Interest Code

### July-September

- Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- Sea Scouts' biannual report
- Slip vacancy biannual report / waiting list statistics

### October-December

- Annual review of business use of slips
- Port Commission officers for 2023

### Future Calendar

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