



Special Closed and Regular Public Session of December 14, 2021

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present:*

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

**SPECIAL PUBLIC SESSION – 5:00 PM**

Chairman Goddard convened the special public session at 5:00 PM at the Santa Cruz Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA 95062.

1. Oral Communication
2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54956.9(d)(4), and 54956.8

At 5:00 PM, Chairman Goddard announced that the Commission will meet in closed session to discuss agenda items 3 through 5.

**SPECIAL CLOSED SESSION**

3. Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation (1 Case)
4. Conference with Real Property Negotiators  
Property: 216 4<sup>th</sup> Avenue  
Agency Designated Representative: H. MacLaurie  
Negotiating Parties: R. Steere  
Under Negotiation: Easement
5. Conference with Real Property Negotiators  
Property: 616 Atlantic Avenue  
Agency Designated Representative: H. MacLaurie  
Negotiating Parties: M. Gilbert  
Under Negotiation: Lease

**SPECIAL PUBLIC SESSION**

6. 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 5.

Chairman Goddard adjourned the special open session following the closed meeting at 6:55 PM.

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

Chairman Goddard convened the regular public session at 7:02 PM at the Santa Cruz Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA 95062.

7. Pledge of Allegiance
8. Oral Communication

Chairman Goddard announced that the Commission took no reportable action in closed session on items 3 through 5.

Commissioner Gertler reported that he attended a virtual meeting relating to marine protected areas.

### **CONSENT AGENDA**

9. Approval of Minutes
  - a) Special Closed Meeting of November 2, 2021
  - b) Special Closed and Regular Public Meeting of November 23, 2021

MOTION: Motion made by Commissioner Reed, seconded by Commissioner Smith to approve the consent agenda.  
- *Motion carried unanimously.*

### **REGULAR AGENDA**

10. Approval of Resolution 21-07 – Adopting the Memorandum of Understanding Between Santa Cruz Port District and the Harbor Employees’ Association

Discussion: Port Director MacLaurie recommended approval of Resolution 21-07, which adopts negotiated terms of a new contract between Harbor Employees’ Association and the Port District, as summarized below:

- Three-year contract: January 1, 2022, to December 31, 2024.
- An amended consolidated salary schedule, which increases the pay ranges for Harbor Employee Association employees by 4% effective January 1, 2022; and 3% effective January 1, 2023; and, 2.5% effective January 1, 2024.
- A single grade increase to the Assistant Harbormaster, Boatyard Supervisor, Senior Deputy Harbormaster, Supervising Harbor

Maintenance Worker, Harbor Maintenance Worker II, and Boatyard Crew positions, effective January 1, 2022.

- A two grade increase to the Deputy Harbormaster and Harbor Maintenance Worker III positions, effective January 1, 2022.
- Medical Coverage: Eliminate the increase to the District cap for Employee + one dependent and Employee + two or more dependents, which resulted from District savings associated with reductions in payment-in-lieu of medical coverage over 2018-2020 contract term.
- Med-in-Lieu: Employees who opt out of the medical coverage benefit and who meet the eligibility requirements will receive \$250 per month as an in lieu health benefit.

The Commission expressed appreciation to the labor group representatives and all staff for their hard work during the negotiations process.

MOTION: Motion made by Commissioner Reed, seconded by Vice-chairman Geisreiter to approve resolution 21-07.  
- *Motion carried unanimously.*

11. Approval of Resolution 21-08 – Adopting the Memorandum of Understanding Between Santa Cruz Port District and the Operating Engineers Local No. 3

Discussion: Port Director MacLaurie provided a handout of the final signed Memorandum of Understanding between Operating Engineers Local No. 3 and the Port District and recommended approval of Resolution 21-08, which adopts negotiated terms, as summarized below:

- Three-year contract: January 1, 2022, to December 31, 2024.
- An amended consolidated salary schedule, which increases the pay ranges for the Operating Engineers Local No. 3 employees by 4% effective January 1, 2022; and 3% effective January 1, 2023; and, 2.5% effective January 1, 2024.
- A single grade increase to the Supervising Harbor Dredge Worker and Harbor Dredge Worker II positions.
- A two grade increase to the Harbor Dredge Worker III positions.
- Medical Coverage: Eliminate the increase to the District cap for Employee + one dependent and Employee + two or more dependents, which resulted from District savings associated with reductions in payment-in-lieu of medical coverage over 2018-2020 contract term.

MOTION: Motion made by Vice-chairman Geisreiter, seconded by Commissioner Smith to approve resolution 21-08.  
- *Motion carried unanimously.*

12. Approval of Resolution 21-09 – Adopting Amended Salary and Benefit Agreement Between Santa Cruz Port District and Harbor Management Group

Discussion: Port Director MacLaurie recommended approval of Resolution 21-09, which amends the salary schedule and benefit agreement between Harbor Management Group and the Port District, as summarized below:

- Three-year contract: January 1, 2022, to December 31, 2024.
- An amended consolidated salary schedule, which increases the pay ranges for the Harbor Management Group employees by 4% effective January 1, 2022; and 3% effective January 1, 2023; and, 2.5% effective January 1, 2024.
- A three grade increase to the Administrative Services Manager, Facilities Maintenance Engineering Manager, and Harbormaster positions.
- Medical Coverage: Eliminate the increase to the District cap for Employee + one dependent and Employee + two or more dependents, which resulted from District savings associated with reductions in payment-in-lieu of medical coverage over 2018-2020 contract term.
- Med-in-Lieu: Employees who opt out of the medical coverage benefit and who meet the eligibility requirements will receive \$250 per month as an in lieu health benefit.
- Paid Administrative Leave to remain at 40 hours / year with no carry-over from year-to-year.

MOTION: Motion made by Commissioner Reed, seconded by Commissioner Gertler to approve resolution 21-09.  
- *Motion carried unanimously.*

13. Approval of Resolution 21-10 – Approving an Amended, Consolidated Salary Schedule for Represented and Unrepresented Employees

Discussion: Port Director MacLaurie recommended approval of Resolution 21-10, which amends the salary schedules for represented and unrepresented positions and consolidates the salary schedule based on the agreements between the employee bargaining groups and the Port District, as summarized below:

- Harbor Management Group: Effective January 1, 2022, implement a 4% increase to the Grade and Step Plan, and implement the salary survey update which results in a three-grade increase to the Harbor Management Group positions. Implement a 3% increase to the Grade and Step Plan on January 1, 2023; and a 2.5% increase to the Grade and Step Plan on January 1, 2024.
- Operating Engineers Local No. 3: Effective January 1, 2022, implement a 4% increase to the Grade and Step Plan, and implement the salary survey update which results in a single grade increase to

the Supervising Harbor Dredge Worker and Harbor Dredge Worker II positions, and two grade increases to the Harbor Dredge Worker III position. Implement a 3% increase to the Grade and Step Plan on January 1, 2023; and a 2.5% increase to the Grade and Step Plan on January 1, 2024.

- Harbor Employees' Association: Effective January 1, 2022, implement a 4% increase to the Grade and Step Plan, and implement the salary survey update which results in a single grade increase to the Assistant Harbormaster, Boatyard Supervisor, Senior Deputy Harbormaster, Supervising Harbor Maintenance Worker, Harbor Maintenance Worker II, and Boatyard Crew positions, and two grade increases to the Deputy Harbormaster and Harbor Maintenance Worker III positions. Implement a 3% increase to the Grade and Step Plan on January 1, 2023; and a 2.5% increase to the Grade and Step Plan on January 1, 2024.
- Unrepresented Employees: Increase wages to align with California minimum wage standards effective January 1, 2022; increase the maximum hourly pay rate to \$18 for the Boatyard Worker, Dredge Monitor I, Janitorial, Parking Control, and Water Taxi Crew positions, and \$20 for the Dredge Monitor II, and Water Taxi Operator positions; and increase the pay rate for the Harbor Maintenance / Dredge Workers I, II, and III positions commensurate with the salary schedule for represented employees in the same job classifications.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Reed to approve resolution 21-10.  
- *Motion carried unanimously.*

#### 14. Election of Port Commission Officers 2022

Commissioner Smith stated that he is supportive of returning to a regular rotation for the Chair and Vice-chair seat. He stated that a return to the former rotating structure would allow each Commissioner the opportunity to hold the chair and/or vice-chair seat during their term.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Geisreiter to nominate Vice-chairman Geisreiter for Chairman, and Commissioner Gertler for Vice-chairman.  
- *Motion carried unanimously.*

#### 15. Approval of Cash / Payroll Disbursements – November 2021

Discussion: In response to a question posed by Chairman Goddard, staff provided additional information on the following warrant:  
• Warrant # 55820 – TranSystems Corporation

Port Director MacLaurie stated that all expenditures related to the Murray Street Bridge Seismic Retrofit Project, including the services provided for in

Warrant #55820, are being tracked for reimbursement by the City of Santa Cruz.

MOTION: Motion made by Commissioner Gertler, seconded by Commissioner Smith to approve cash and payroll disbursements for November 2021, in the amount of \$694,453.83.  
- *Motion carried unanimously.*

## **INFORMATION**

### 16. Port Director's Report

#### Senator Laird Visit

Port Director MacLaurie stated that Senator John Laird visited the Port District on December 6, 2021. Chairman Goddard, Port Director MacLaurie, and Harbormaster Anderson provided a tour of the harbor on the patrol boat, as well as a tour of the District's dredge *Twin Lakes*.

#### U.S. Army Corps of Engineers (USACE) Dredging Reimbursement

Port Director MacLaurie stated that reimbursement for Quarters 1-3 of calendar year 2021, has been submitted to the Corps, totaling \$393,750. She stated that the remaining \$131,250 for Quarter 4 will be invoiced after the first of the year.

#### Murray Street Bridge Seismic Retrofit Project - Independent Appraisal

Port Director MacLaurie stated that the Port District has entered into a contract with Associated Right of Way Services to conduct an independent appraisal for the Murray Street Bridge Seismic Retrofit Project. She stated that the appraiser will be onsite on January 5, 2022, to conduct a field review of the appraised area. She stated that completion of the appraisal report is anticipated for late January.

#### City of Santa Cruz – Coastal Rail Trail Project (Segments 8 & 9)

Port Director MacLaurie stated that Assistant Director of the City of Santa Cruz Public Works Department, Nathan Nguyen, visited the Port District on December 7, 2021, to continue discussions regarding Segments 8 and 9 of the City's proposed Coastal Rail Trail Project. Harbormaster Anderson, Facilities Maintenance & Engineering Manager Wulf, and Chairman Goddard provided a tour of the harbor and highlighted areas that will sustain significant impact if connection points on the east and west sides of the harbor are implemented.

### 17. Harbormaster's Report

Harbormaster Anderson stated that the District's new patrol boat has been completed and sea trials are underway.

Harbormaster Anderson stated that the Almar patrol vessel has been retired and will be returned to the State for sale at public auction. He stated that the current engines were purchased by the District in 2016, and will be removed and surplused in accordance with current District policies.

Harbormaster Anderson stated that staff is working to troubleshoot issues with the Boatyard's jib crane.

18. Facilities Maintenance & Engineering Report (*There was no discussion on this agenda item*)
19. Financial Reports (*There was no discussion on this agenda item*)
  - a) Comparative Seasonal Revenue Graph
20. Delinquent Account Reporting (*There was no discussion on this agenda item*)
21. Harbor Patrol Incident Response Report – November 2021 (*There was no discussion on this agenda item*)
22. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Chairman Goddard adjourned the regular public session at 7:32 PM. He announced that pursuant to Government Code (Ralph M. Brown Act) Section 54956.8, the Commission will reconvene the closed session to continue discussion on agenda items 2.

#### **SPECIAL CLOSED SESSION**

2. Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation (1 Case)

#### **SPECIAL PUBLIC SESSION**

Chairman Goddard reconvened the special public session at approximately 7:50 PM and announced that the Commission took no reportable action in closed session on item 2.

The special public session adjourned at 7:51 PM.

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Reed Geisreiter, Chairman (2022)



TO: Port Commission

FROM: Renee Ghisletta, Administrative Assistant

DATE: January 12, 2022

SUBJECT: Approval of Clean Oceans International Sublease Agreement – 345 Lake Avenue, Suite G (Tenant: One People, One Reef)

**Recommendation:** *Approve Clean Oceans International sublease agreement.*

## BACKGROUND

One People, One Reef is requesting to sublease office space at 345 Lake Avenue, Suite G. The lease effective date is predated to December 1, 2021, due to a delay in receiving an executed sublease agreement from Clean Oceans International (COI).

The subleased area will include use of Suite G (shared with COI), and shared restroom facility.

## ANALYSIS

The sublease agreement provided by the tenant (Attachment A) is basic, but outlines all pertinent terms. The terms of the sublease agreement are below:

**Tenant:** One People, One Reef  
**Term:** Month-to-Month (effective December 1, 2021)  
**Rent:** \$400 / month  
**Area:** Suite G (400 SF, shared with COI)  
**Use:** Office Space

## IMPACT ON PORT DISTRICT RESOURCES

Based on provisions of the master lease, "additional rent" is only due to the District in connection with subletting in excess of the rent. There is no impact on Port District resources associated with the sublease.

ATTACHMENTS: A. COI Sublease Agreement  
B. Premise Map





# CLEAN OCEANS INTERNATIONAL

Rent Agreement 345 Lake Ave, suite G Santa Cruz Ca 95062

Clean Oceans International (Landlord) Agrees to subtenant access to 345 Lake Ave, Suite G, based on shared space to One People, One Reef (Tenant) on a Month-to-Month basis beginning Dec 1<sup>st</sup> 2021 and continuing as Tenancy at Will.

Rent in the amount of \$400.00 a month, due on or before the 1<sup>st</sup> of each month and will be considered delinquent on the 5<sup>th</sup> day, unless Landlord and Tenant make other arrangements on a given month, agreed upon by Landlord and Tenant. The fee for late payment will be \$75 dollars. If payment has not been received by the 5<sup>th</sup> day of the month it will be considered that the tenant is voiding this agreement and a notice to vacate will be served to the tenant's representative at the email address and physical address provided.

Based on the terms of your lease agreement with us, it also includes a monthly rent increase of 3% every year starting December 1<sup>st</sup>, 2022.

A security deposit of \$400 dollars will be collected December 1st, 2021. The deposit will be returned within 30 days of the last day of the final rental period.

Subject to inspection of the rental space for damages in arrears. Security deposit is strictly for use to cover end of rental expenses excluding rent.

A 30 day written notice is required for termination of this rental agreement by either party.

Access includes Suite G, and shared access to the restroom, kitchen and deck,

Rent includes utilities, water and WIFI/internet. Rent does not include parking.

Property shall be used for regular and reasonable activities pertaining to the tenant's business.

Clean Oceans International, it's Officers and Board do not provide insurance for tenants and shall not be liable for loss or damage to property or injury to tenant.



# CLEAN OCEANS INTERNATIONAL

By signing and dating below you are acknowledging that you have read and agree to the terms above.

*Nicole L. Crane*

11/30/2021

Nicole Crane Executive

\_\_\_\_\_  
Director/Tenant Representative/date

*Jim*

11/30/2021

\_\_\_\_\_  
Landlord Jim Holm Executive

Director representative/date

## Tenant Information

One People One Reef

Nicole Crane - Executive Director

[nicrane@cabrillo.edu](mailto:nicrane@cabrillo.edu)

831.818.9444

## Landlord information

Clean Oceans International

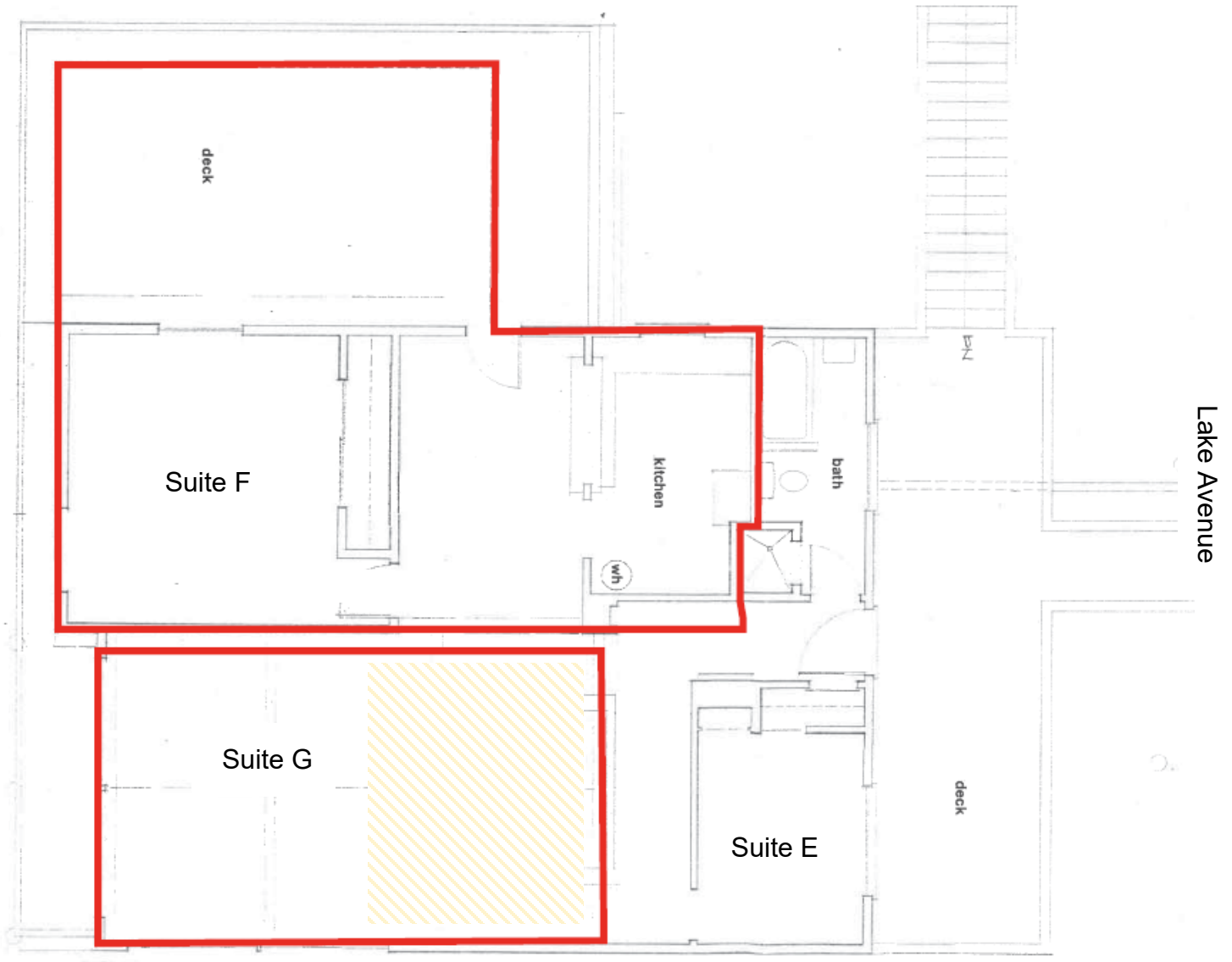
Captain Jim "Homer" Holm - Executive Director

[Capthomer@cointl.org](mailto:Capthomer@cointl.org)

831.476.8267

**PREMISE MAP**

Clean Oceans International  
345 Lake Avenue, Suite F & G (upstairs)



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TO: Port Commission  
FROM: Renee Ghisletta, Administrative Assistant  
DATE: January 19, 2021  
SUBJECT: Approval of Month-to-Month Rental Agreement for 497 Lake Avenue  
(Tenant: Healthy Oceans Seafood Co.)

**Recommendation: Approve the month-to-month rental agreement.**

## **BACKGROUND**

The Port District recently acquired the harbor-adjacent property located at 497 Lake Avenue and solicited bids for a single-tenant office space.

The prospective tenants, Matt and Clarice Owens, have held a month-to-month tenancy at 333 Lake Avenue, Suite H since November 2020, and wish to move into a larger office space to better accommodate their growing business.

Mr. and Mrs. Owens are prepared to take over the premises beginning February 1, 2022, with terms as outlined below.

## **ANALYSIS**

Terms of lease: Month-to-Month  
Tenant: Healthy Oceans Seafood Co., Inc. (Matt & Clarice Owens)  
Space: 497 Lake Avenue (800 SF)  
Rent: \$2,800/mo. (\$3.50/SF) – Adjusted annually by CPI  
Use: Office Space  
Insurance: \$1 million with Santa Cruz Port District named as additional insured

## **IMPACT ON PORT DISTRICT RESOURCES**

Approval of this lease will generate approximately \$33,600 per year in concession income.

ATTACHMENTS: A. Rental Agreement – 497 Lake Avenue

**SANTA CRUZ PORT DISTRICT  
RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into as of the Agreement date in Section 1, 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 Tenant indicated in Section 1, hereafter referred to as "Tenant."

RECITALS:

A. Landlord is the owner of that certain real property described in Section 1 and located in the City and County of Santa Cruz, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Landlord desires to rent to Tenant and Tenant wishes to rent from Landlord the land and improvements as indicated in Exhibit A and described in Section 1 (the "Premises").

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

1. Rental of Premises. Landlord hereby rents the Premises to Tenant, and Tenant rents the Premises from Landlord, for the term, at the rental, and upon the other terms and conditions summarized in this Section and more fully described in subsequent sections:

Agreement Date: 1/18/2022 Term: Month to Month  
 Tenant: Healthy Oceans Seafood Co. Inc.  
 Property: 497 Lake Avenue  
 Premises: Office Space

	<i>Fixed Minimum</i>	<i>Time Period</i>	<i>Percentage Rent</i>	<i>Based On</i>
Rent:	<u>\$2,800.00</u>	<u>per month</u>	<u>N/A</u>	<u>N/A</u>

Rent Payable:	<u>Monthly</u>	on: <u>the 1<sup>st</sup></u>	starting: <u>February 1, 2022</u>
Rent Adjusted:	<u>annually</u>	on: <u>April 1</u>	based on: <u>SF Bay Area CPI</u>
Deposit:	<u>\$2,800.00</u>	paid: _____	
Use:	<u>Office Space</u>		

Tenant Insurance Requirements:	<u>Casualty</u>	<u>N/A</u>	<u>Liability</u>	<u>\$1 million</u>
Notice of Rent Adjustment:	<u>30 days</u>	Notice of Termination:	<u>30 days</u>	

	<i>Landlord</i>	<i>Tenant</i>
Notice Addresses:	<u>Santa Cruz Port District</u>	<u>Healthy Oceans Seafood Co. Inc.</u>
	<u>Attn: Port Director</u>	<u>Matthew &amp; Clarice Owens</u>
	<u>135 5<sup>th</sup> Avenue</u>	<u>208 Bay Street, Suite F</u>
	<u>Santa Cruz, CA 95062</u>	<u>Santa Cruz, CA 95060</u>

2. Term. The term of this agreement shall be month-to-month, commencing as of the date indicated in Section 1.

3. Notice of Termination. Landlord or Tenant may terminate this agreement with advance written notice to the other party. Such written notice must be given on the first day of the calendar month and shall be in advance of its effective date by the number of days indicated in Section 1.

4. Rent.

(a) Fixed Minimum Rent. As described in Section 1, Tenant shall pay to Landlord a fixed amount of rent ("Fixed Minimum Rent") which shall be subject to periodic adjustment as described in subparagraph 4(b).

(b) Adjustment of Fixed Minimum Rent. Landlord shall notify Tenant if rent is to be adjusted as indicated in Section 1. Any adjustment shall be effective as indicated in Section 1.

(c) Payment of Fixed Minimum Rent. Fixed Minimum Rent shall be payable as indicated in Section 1, in advance, without notice, offset, or abatement. 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 notifies 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.

(d) Deposit. Tenant shall also pay the amount indicated in Section 1, to be held as security deposit.

5. Use.

(a) Permitted Uses. Tenant shall use the Premises solely for the use indicated in Section 1 and for no other uses whatsoever. 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 Landlord regarding the suitability of the Premises for Tenant's intended uses. Landlord reserves the right to fix and determine rates charged (per Section 72 H&N).

(b) Roof. Tenant shall have no right to use any portion of the roof of the Building for any purpose.

(c) Continuous Use. Tenant shall continuously and uninterruptedly during the Agreement term, occupy and use the Premises for the purposes permitted under this Agreement.

(d) Hazardous Materials. 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.

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.

Tenant shall indemnify Landlord from any damages suffered by Landlord, 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. For the purpose of this Agreement, the term "hazardous materials" shall mean (A) those substances listed in Title 22 section 66680 of the California Administrative Code, (B) substances within the criteria set forth in Title 22 sections 66693 through 66723 of the California Administrative Code, (C) substances which, at any time during the term hereof, are added to the list described in paragraph (A) above or which are within any future criteria described in subparagraph (B) above, (D) petroleum and all byproducts and distillates thereof, and (E) asbestos. Prior to bringing or allowing any hazardous materials to be brought onto the Premise or Property, 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 or Property. Landlord's consent to the introduction of any hazardous material onto the Property (i) shall not release Tenant from its duty to indemnify Landlord 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 Property 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 Property within five (5) days of receipt of Landlord's demand for removal. In all events, if any hazardous materials become located upon the Property 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.

(e) 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 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.

(f) Non-permitted Uses. Tenant shall not permit the Premises to be used for any purpose not described in Paragraph 5(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 other sources, which might disturb liveaboard slip licensees, or residential neighbors of the Port District from 9:00 pm until 6:00 am each day during the lease term. Tenant further specifically agrees to prevent emission from the Premises into the air of any smoke or other noxious substances, or any odors reasonably deemed offensive to personnel of Landlord, liveaboard slip licensees or residential neighbors of the Port District.

(g) Compliance with Laws. Tenant shall abide by all applicable 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.

6. Ownership of Improvements. 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 thereto shall be deemed vested in and remain in Landlord during the agreement term, and upon expiration or sooner termination of the agreement term shall remain upon and be surrendered with the Premises as part thereof.

7. Construction of Improvements.

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

(b) Tenant Improvements. Tenant may, at Tenant's expense, construct certain new additions and improvements to the Premises required in connection with the conduct of Tenant's business; provided, (a) that Tenant shall obtain, at Tenant's expense, all necessary plans and specifications for the construction of said additions and improvements, (2) that Tenant's plans and specifications shall be subject to review and prior written approval by Landlord, and (3) that Tenant shall be responsible for obtaining, at Tenant's expense, all necessary governmental permits and approvals for construction of any new additions or improvements to the Premises.

(c) 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. 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 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 agreement term, in order that Tenant will pay only the proportionate part of said taxes and assessments attributable to the period of the agreement term, based on the ratio of the unit's square feet to the building's total square feet.

(b) Substitute Taxes. If at any time during the agreement, 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 8(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 8.



9. Insurance.

(a) Casualty Insurance. If indicated in Section 1, Landlord shall, at Tenant's expense, procure and maintain in full force and effect at all times during the term of this agreement, fire, and extended coverage insurance satisfactory to Landlord covering the Premises and all improvements therein in an amount not less than ninety percent (90%) of the actual replacement cost thereof. The insurance provided for in this Paragraph 9(a) shall, in Landlord's sole discretion, provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), including earthquake, and loss of rents covering Fixed Minimum 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 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 property in addition to the Premises. Tenant shall reimburse Landlord upon demand for its share of the cost to Landlord of any insurance policy or policies, which Landlord may carry on the Premises in accordance with this paragraph. Such costs shall include both premiums and deductibles. Tenant's share of the cost of such insurance shall be a prorated share based upon the portion of the building square footage contained within the Premises, or if in Landlord's reasonable judgment the foregoing square footage based apportionment does not fairly apportion the insurance costs related to the building, Landlord may adjust such insurance costs as appropriate to reflect any disparity in risk level or other factors which may affect the relative cost of insurance between and among all tenants of the building; as to any blanket policy of insurance covering properties other than the building, the portion of insurance costs allocable to the building shall be as equitably determined by Landlord. The premiums for such insurance of Landlord shall be prorated as of the expiration of the agreement term so that Tenant pays only for insurance coverage attributable to the agreement term.

(b) Liability Insurance. Tenant, at Tenant's sole expense, shall provide and keep in force at all times during the term of this agreement for the benefit of Landlord and Tenant general liability insurance policies with an insurance company reasonably satisfactory to Landlord, protecting Landlord and Tenant against any and all liability occasioned by any occurrence in, on, about, or related to the Premises in an amount not less than the amount indicated in Section 1, single combined limit for personal injury and property damage. Tenant shall cause Landlord to be named as an additional insured under such policy.

(c) Workers' Compensation Insurance. Tenant shall procure, at its own expense, and shall keep in force during the agreement term, adequate insurance against liability arising on account of injuries or death to workers or employees on the Premises. 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 or other applicable laws.

(d) Other Insurance. Tenant shall procure, at its sole cost and expense, and shall keep in force, such 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 business operations similar to that of Tenant.

(e) Written Notice of Cancellation or Reduction. Each policy of insurance, which Tenant is required to procure and maintain in effect, shall contain the following clause:

*"It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Port Director of Santa Cruz Port District shall have received written notice of such cancellation or reduction. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to said Port Director, as evidenced by properly validated return receipt."*

(f) 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 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 agreement, 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.

(g) Submittal of Policies. Tenant agrees to deposit with Landlord, at or before the times at which the insurance policies necessary to satisfy the insurance provisions of this agreement are required to be in effect, 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 agreement.

(h) 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 agreement do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant 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.

Landlord shall give Tenant written notice of changes in the insurance requirement and Tenant shall deposit copies of acceptable insurance policies with Landlord incorporating such changes within sixty (60) days following receipt of such notice.

The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding said policy or policies or insurance, Tenant shall be obligated for the full and total amount of any damage, injury, or loss caused by Tenant's negligence or neglect connected with this agreement or with use or occupancy of the Premises.

(i) 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 9, Landlord may 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 9, 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.

10. Indemnification.

(a) Tenant's Hold Harmless. Tenant hereby indemnifies Landlord against and holds Landlord 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 agreement, 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 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 active negligence or willful misconduct of Landlord. Landlord shall not be liable to Tenant for any damage caused by any act or negligence of any person, other than Landlord's personnel, 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, or any other reason whatsoever. Landlord shall have no obligation or responsibility to dredge the entrance channel of the Santa Cruz Harbor.

11. 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 11(c) below, through the term of this agreement 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 improves or both. For purposes of this paragraph, the obligation to repair includes the obligation to replace as and when reasonably necessary. Tenant hereby waives such rights as it may have under California Civil Code Sections 1941 and 1942 and any similar or successor laws that permit a tenant to perform repairs and offset the cost thereof against rent.

(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 agreement term in keeping the Premises and the Outside Area in a neat, 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 to accumulate in or around the Premises. Tenant shall not cause or permit offensive odors to emanate from the Premises.

(c) Landlord's Obligations. Notwithstanding anything to the contrary contained in this Paragraph 11, and subject to the provisions of Paragraph 15 below relating to damage and destruction, Landlord shall maintain in good condition, order and repair the parking area upon the Property, the heating, ventilation and air conditioning equipment, if any, servicing the Premises, and the structural portions of the Building, including the roof, walls and foundation of the Building, except to the extent any such maintenance is necessitated by damages due to the negligence or greater culpability of Tenant, its agents, employees or invitees. Landlord shall have no obligation to maintain or repair under this Paragraph 11(c) until a reasonable period of time after receipt by Landlord of notice from Tenant of the need therefore, specifying the nature of the maintenance or repair needed.

12. Utilities. Tenant shall pay promptly as the same become due and payable its pro rata share of all bills and costs for water, gas, electricity, refuse pickup, sewer service charges, and any other utilities or services supplied to the Premises as indicated in Section 1. Tenant shall pay its pro rata share of utilities within five (5) days of receiving notice from Landlord as to the amount thereof. The parties hereby agree that Tenant's pro rata share of said utility costs shall be reasonably calculated by Landlord and conveyed to Tenant. In no event shall Landlord be liable to Tenant for any interruption or failure of any utility services to the Premises.

13. Assignment and Subletting.

(a) Landlord's Consent Required. Tenant shall not assign, sublease, mortgage, pledge, hypothecate, encumber, or transfer the Premises or any part thereof, or this agreement or any rights or obligations hereunder without Landlord's written consent.

(b) Incorporation of Terms. Should Landlord consent to any Transfer such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this agreement. Such terms, covenants, or conditions shall apply to each and every transfer hereunder and shall be severally binding upon each and every encumbrancer, assignee, transferee, subtenant, or other successor in interest of tenant. Any document to mortgage, pledge, hypothecate, encumber, transfer, sublet, or assign the Premises or any part thereof shall incorporate directly or by reference all the provisions of this agreement.

14. Damage or Destruction.

(a) Partial Damage-Insured. Subject to the provisions of Paragraphs 15(c) and 15(d), 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 9, and the proceeds of such insurance received by Landlord are sufficient to repair the damage, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this agreement shall continue in full force and effect.

(b) Partial Damage-Uninsured. Subject to the provisions of Paragraphs 15(c) 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 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 agreement 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 9, 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 agreement 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 agreement, 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 six (6) months of the term of this agreement, Landlord may at Landlord's option cancel and terminate this agreement 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 14, the Fixed Minimum 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 agreement when the agreement term is substantially or entirely destroyed, and agrees that such event shall be governed by the terms of this agreement.

(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 (5) 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 14 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 14.

15. 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 agreement 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 agreement, then Tenant may, at its option, terminate this agreement 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 agreement 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 Fixed Minimum 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. Fixed Minimum Rent, as so reduced, shall continue to be subject to adjustment in accordance with Paragraph 4 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 agreement.

(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.

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

(a) Tenant Default

(1) 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 ten (10) days after notice from Landlord that such sum is overdue; and provided further that, Tenant shall not be entitled to any such ten (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 twelve (12) month period;

(2) Tenant fails to perform any of its other obligations under this agreement 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 twenty (20) days after notice from Landlord of such failure;

(3) 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 agreement), 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;

(4) Tenant vacates, abandons, or surrenders the Premises during the agreement term. In the event of a default by Tenant under this agreement, 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.

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

(1) 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;

(2) 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;

(3) 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

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

(c) No Repossession. If Landlord does not repossess the Premises, then this agreement 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 agreement, including the right to recover the rent and other sums due from Tenant hereunder. For the purposes of this Paragraph 16, 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 relent the Premises; or

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

17. 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 agreement 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 judgement 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.

18. 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 in the payment of any rent herein reserved, or in the performance of any term, covenant, or condition herein contained to be kept or performed by Tenant, 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 ninety (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 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.

19. Subordination.

(a) Subordination of Lease. This agreement 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, observe, and perform all of the provisions of this agreement unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee or trustee shall elect to have this agreement prior to the lien of its mortgage or deed of trust, and shall give written notice thereof to Tenant, this agreement shall be deemed prior to such mortgage or deed of trust, whether this agreement 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 agreement 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.

20. 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 agreement 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 agreement 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.

21. 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 indicated in Section 1, 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.

23. 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 agreement. Tenant shall pay the commission or compensation payable to any agent or broker employed by Tenant in connection with the execution of this agreement.

24. 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 agreement, 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.

25. 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.

26. 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. 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 in such parking areas.

27. 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.

28. 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), 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 one hundred eighty (180) day period prior to the expiration of this agreement 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.

29. General.

(a) Entire Agreement. This agreement contains all of the terms, covenants, and conditions agreed to by Landlord and Tenant and it may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties to this agreement or their respective successors in interest.

(b) Covenants and Conditions. Each term and each provision of this agreement 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, sublessees, and assigns to the parties.

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

(e) Gender. When the context of this agreement 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 agreement are for convenience only and are not a part of this agreement and do not in any way limit or amplify the terms and provisions of this agreement.

(g) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

(h) Time of Essence. Time is of the essence as to all of the provisions of this agreement.

(i) Partial Invalidity. If any term, covenant, condition, or provision of this agreement 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 agreement shall be deemed to create a partnership relationship between Tenant and Landlord.

(k) No Recordation. Tenant shall not record either this Agreement or a short form memorandum of this agreement.

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

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

"LANDLORD"

SANTA CRUZ PORT DISTRICT  
COMMISSION,  
a political subdivision

By \_\_\_\_\_  
Holland MacLaurie  
Port Director

"TENANT"

By  \_\_\_\_\_  
Matt Owens, CEO  
Healthy Oceans Seafood Co. Inc.

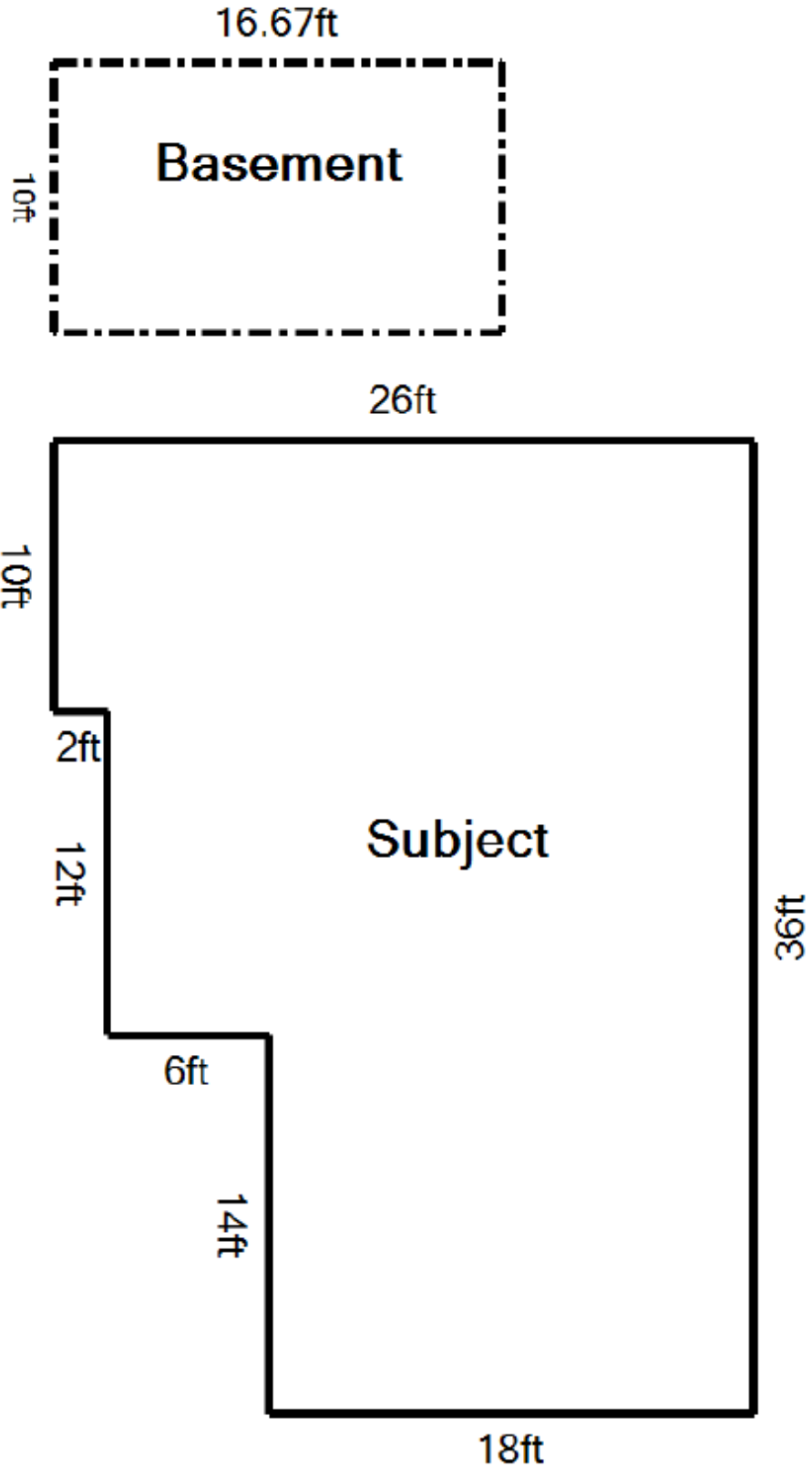
By *Clarice Owens* \_\_\_\_\_  
Clarice Owens, Secretary  
Healthy Oceans Seafood Co. Inc.

EXHIBIT 'A'

**PREMISE MAP**  
**497 Lake Avenue**

Interior 800 SF  
Basement Area 167 SF

*Includes exclusive use of the exterior rear patio area*





TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: January 19, 2022

SUBJECT: Approval of Resolution 22-04 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361

**Recommendation: Approve Resolution 22-04.**

## **BACKGROUND**

As a result of the continuing impacts of the COVID-19 pandemic, the Santa Cruz Port Commission approved Resolution 22-01 (Attachment B), allowing the legislative body of the Port District to conduct teleconference meetings in accordance with modified rules authorized under Assembly Bill 361 (AB 361).

## **ANALYSIS**

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

Resolution 22-04 is presented for approval to continue meeting virtually under the modified rules provided for in AB 361.

## **IMPACT ON PORT DISTRICT RESOURCES**

There are no impacts associated with approval of this resolution.

- ATTACHMENTS:
- A. Resolution 22-04 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361
  - B. Resolution 22-01 – Authorizing the Santa Cruz Port Commission to Conduct Teleconference Meetings in Accordance with Assembly Bill 361 as a Result of the Continuing COVID-19 Pandemic State of Emergency

Santa Cruz Port District  
**Resolution 22-04**  
January 25, 2022

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

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

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

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

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

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

WHEREAS, on January 13, 2022, the Santa Cruz Port Commission held its initial teleconference meeting under AB 361 and adopted Resolution 22-01, finding that the requisite conditions exist for the Santa Cruz Port Commission to conduct remote teleconference meetings under modified rules.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 25<sup>th</sup> day of January, by the following vote:

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

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

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

Approved by:

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

Santa Cruz Port District  
**Resolution 22-01**  
January 13, 2022

On the motion of Commissioner Smith

Duly seconded by Commissioner Goddard

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

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

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

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

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

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

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

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

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

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

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



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

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

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

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 13<sup>th</sup> day of January, by the following vote:

AYES: Geisreiter, Gertler, Smith, Reed, Goddard

NOES: n/a

ABSENT: n/a

Approved by:



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



TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: January 12, 2022  
SUBJECT: Approval of Long-Term Lease for Bayside Marine – 333 B Lake Avenue

**Recommendation:** *Award a five-year lease with two three-year options for 333 B Lake Avenue to Todd Fraser, owner of Bayside Marine.*

## BACKGROUND

The current lease for Bayside Marine is set to expire on January 31, 2022. A Request for Proposals for a new long-term tenant was advertised in December 2021. One proposal for the new lease was received from the current tenant, Todd Fraser (dba Bayside Marine), by the due date.

The tenant is not currently in default of any provisions of the lease.

## ANALYSIS

A summary of the terms of the draft lease is below:

Tenant: Todd Fraser (dba Bayside Marine)  
Space: 333 B Lake Avenue (1,100 SF), plus 60 SF of enclosed storage behind O-Dock restrooms and 1,750 SF of exterior space to the south and east of the building.  
Term: Five years  
Options: Two three-year options  
Rent: 333 Lake Avenue, Suite B: \$3,134/month  
Storage Space: \$144/month  
Annual CPI increases April 1 of each year commencing 2022  
Use: Marine Retail  
Insurance: \$1 million with Santa Cruz Port District named as additional insured

Bayside Marine also utilizes approximately 4,000 SF of asphalt space to the north of 333 Lake Avenue on a month-to-month basis (\$752/month). A new, month-to-month lease agreement is needed to formalize this arrangement and will be brought before the Commission for approval.

## IMPACT ON PORT DISTRICT RESOURCES

There is no cost to the Port District associated with the award of the lease.

ATTACHMENT: A. Draft Lease – 333 B Lake Avenue

LEASE AGREEMENT BETWEEN  
SANTA CRUZ PORT DISTRICT COMMISSION,  
AS LANDLORD  
AND  
BAYSIDE MARINE  
AS TENANT  
FOR  
MARINE RETAIL BUSINESS  
IN SANTA CRUZ HARBOR  
AT 333 B LAKE AVENUE, SANTA CRUZ, CALIFORNIA  
DATED: FEBRUARY 1, 2022

**TABLE OF CONTENTS**

Page

Recitals..... 5

1. Lease of Premises ..... 6

2. Tenant Improvements ..... 6

3. Term ..... 6

4. Title to Improvements..... 6

5. Rent..... 6-8

- (a) Fixed Minimum Rent or “Base Rent” ..... 6
- (b) Adjustments to Base Rent..... 7
- (c) Percentage Rent ..... 7
- (d) Lease Year..... 7
- (e) Payment of Fixed Minimum Rent..... 7
- (f) Delinquent Payment ..... 7
- (g) Security Deposit ..... 7
- (h) Personal Guaranty..... 7
- (i) Rent Review ..... 8

6. Use ..... 8-11

- (a) Permitted Use as Non-Profit/Tax Exempt Status ..... 8
- (b) Outdoor/Public Areas ..... 8
- (c) Condition of Premises ..... 8
- (d) Provision of Services ..... 8
- (e) Continuous Use ..... 9
- (f) Refuse Disposal ..... 9
- (g) Hazardous Materials ..... 9
- (h) Effect on Navigable Waters ..... 11
- (i) Non-permitted Uses ..... 11
- (j) Compliance with Laws..... 11

7. Ownership of Improvements ..... 11

- (a) Title ..... 11
- (b) Liens ..... 11

8. Construction of Improvements..... 12-13

- (a) No Landlord Improvements ..... 12
- (b) Tenant Improvements..... 12
- (c) Contractor Requirements..... 12
- (d) Reasonable Measures During Construction ..... 13

**DRAFT LEASE**

- (e) Comply with Labor Laws ..... 13
- (f) Americans with Disabilities Act ..... 13
  
- 9. Taxes and Assessments ..... 13
  - (a) Payable by Tenant..... 13
  - (b) Substitute Taxes..... 13
  
- 10. Insurance ..... 14-16
  - (a) Landlord’s Insurance ..... 14
  - (b) Tenant’s Insurance ..... 14
  - (c) Waiver of Subrogation ..... 15
  - (d) Submittal of Policies ..... 15
  - (e) Review of Coverage ..... 15
  - (f) Changes in Coverage ..... 16
  - (g) Primary Policy ..... 16
  - (h) Policy Limits ..... 16
  - (i) No Limit on Indemnity ..... 16
  - (g) Landlord’s Remedies ..... 16
  
- 11. Indemnification ..... 16-17
  - (a) Tenant’s Hold Harmless ..... 16
  - (b) Tenant’s Waiver of Claims ..... 17
  - (c) Landlord’s Hold Harmless ..... 17
  
- 12. Maintenance and Repairs ..... 17-18
  - (a) Tenant’s Obligations ..... 17
  - (b) Outside Areas..... 17
  - (c) Landlord’s Obligations ..... 18
  
- 13. Utilities ..... 18
  
- 14. Assignment, Subletting and Licensing ..... 18-19
  - (a) Landlord’s Consent Required ..... 18
  - (b) Permitted Assignments, Subleases and Licenses ..... 18
  - (c) Encumbrances ..... 19
  - (d) Corporation or Partnership ..... 19
  
- 15. Damage or Destruction ..... 19-21
  - (a) Partial Damage-Insured..... 19
  - (b) Partial Damage-Under or Uninsured..... 19
  - (c) Total Destruction ..... 20
  - (d) Damage Near End of Term..... 20
  - (e) Abatement of Rent..... 20
  - (f) Waiver ..... 20
  - (g) Tenant’s Property ..... 20

**DRAFT LEASE**

- (h) Notice of Damage.....20
- (i) Replacement Cost.....21
- 16. Eminent Domain .....21
  - (a) Termination .....21
  - (b) Partial Taking Renders Economically Infeasible .....21
  - (c) Partial Taking with Business Continued.....21
  - (d) Repairs.....21
  - (e) Compensation .....21
- 17. Tenant Default .....21-22
- 18. Remedies ..... 22-23
  - (a) Repossession ..... 22
  - (b) No Repossession ..... 23
- 19. Attorneys’ Fees .....23
- 20. Removal of Property .....23
- 21. Subordination.....24
  - (a) Subordination of Lease.....24
  - (b) Execution of Documents.....24
- 22. Landlord’s Right to Reenter.....24
  - (a) Peaceable Surrender.....24
  - (b) Waiver of Redemption and Stipulated Damages .....24
- 23. Reservations to Landlord .....24
- 24. Building/Premises Closure .....25
- 25. Force Majeure.....25
- 26. Notices.....25
- 27. No Commission.....26
- 28. Waiver.....26
- 29. Holding Over .....26
- 30. Parking.....26
- 31. Non-Discrimination.....26

32. Entry by Landlord.....26

33. Estoppel Certificates .....27

34. CASp Inspection .....27

35. General .....28-29

- (a) Entire Agreement .....28
- (b) Covenants and Conditions.....28
- (c) Binding on Successors .....28
- (d) Joint and Several Liability .....28
- (e) Gender .....28
- (f) Captions .....28
- (g) Governing Law .....28
- (h) Time of Essence.....28
- (i) Partial Invalidity .....28
- (j) Relationship .....28
- (k) Corporate Authority .....28
- (l) No Recordation .....29
- (m) Calendar Days.....29
- (n) Counterparts .....29

36. State of California Harbors and Navigation Code.....29

List of Exhibits

- Exhibit “A” Premises Map and Diagram
- Exhibit “B” Guaranty

**SANTA CRUZ PORT DISTRICT  
LEASE AGREEMENT**

THIS LEASE is made and entered into effective as of February 1, 2022, ("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 Bayside Marine, 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 those certain premises (the "Premises") consisting of approximately 1,100 square feet of improved building space at 333 Lake Avenue, Unit B, approximately 60 square feet of storage space easterly of and adjacent to the restroom building located near "O" Dock, and approximately 1,750 square feet of paved area southerly and easterly of and adjacent to 333 Lake Avenue, Unit B, on the east side of Santa Cruz Harbor in the City and County of Santa Cruz, State of California. The Building and the Premises are more particularly shown and described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The building has been improved to allow operation of marine related retail which shall include sales of bait, tackle, and accessories used in sportfishing. The paved exterior area to the south and east of the building may be used by tenant for rental (sub-lease) to others for storage of small boats and trailers or for storage of supplies and stock for the retail business. The leasehold areas are shown in Exhibit A, "Premises."

C. Landlord and Tenant desire to continue their business relationship after termination of the Lease dated February 1, 2013, and all subsequent amendments which ends on January 31, 2022, by entering into this Lease, which has an Effective Date of February 1, 2022.

D. The leased areas comprise a total of 1,100 SF of improved building space, 60 SF of storage space, and 1,750 SF of paved area, 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 a marine related retail operation 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 February 1, 2022, 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 Bayside Marine 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.

3. Term:

(a) Term. The term of this Lease commences as of February 1, 2022, and shall continue hereunder until midnight on January 31, 2027, for a period of five (5) years, unless sooner terminated as provided herein. The term of this Lease is hereinafter referred to as the "Lease Term" or "Term."

(b) 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 two options to extend the term of this Lease. The option terms shall be three (3) years from February 1, 2027, through January 31, 2030, and February 1, 2030, through January 31, 2033. Tenant may exercise the options, 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.

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 equal to Three Thousand Eight Hundred and Eighty Six Dollars (\$3,886.00) for the Building and paved area inclusive at 333 Lake Avenue, Unit B, and \$144 per month for the storage shed located behind the restrooms located near O Dock, as adjusted as hereinafter provided.

(b) Adjustments to Base Rent. On April 1 (“Adjustment Date”), and each year thereafter on April 1 for the term of this Lease, the Base 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. In no event shall the Base Rent for any year be less than the Base Rent for the preceding year.

(c) Percentage Rent. *Section deleted.*

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 B 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.

(i) Rent Review. Prior to any Option being binding on Landlord, Landlord shall review the current Base Rent to determine Base Rent is equal to fair market rent. If Landlord in its sole discretion determines that an adjustment is necessary to bring the rent up to fair market rent, Landlord shall within thirty (30) days of Tenant's notice of intent to exercise the option provide Tenant with written notice of the new base rent. If Landlord does not provide notice, Base Rent for the first year of the Extended Term shall be the same as the prior year and the Option shall be binding. If Landlord provides notice of a rent increase, Tenant shall have ten (10) days after receipt of written notice to withdraw its exercise of the Option. If Tenant does not provide notice of withdrawal of the exercise of Option within ten (10) days of receiving notice of the new Base Rent, the Option shall be binding on tenant and the Base Rent shall be as set forth in the Landlord's notice.

6. Use.

(a) Permitted Use. Tenant shall use the Premises solely for the business of conducting therein a marine retail business, functioning primarily to provide bait and tackle and other supplies serving sportfishermen. Tenant shall be further permitted to sublease space within the Premises for the purposes of storing small boats and boat trailers provided such storage does not interfere with pedestrian or vehicle travel or parking areas, and does not impinge upon same as determined by Landlord. Tenant shall not use or permit to be used by other, areas not included in the Premises for any purpose including servicing or storage of boats, trailers, or vehicles.

(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.

(d) Provision of Services. Tenant shall maintain the necessary personnel, facilities and equipment, at all times during the Lease Term to conduct a marine retail operation 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 marine retail operation on the Premises. Tenant shall at all times employ its best business judgment, efforts, and abilities to so operate the business 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

## DRAFT LEASE

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. Tenant shall be solely responsible for paying the full cost of repairing any damage caused by Tenant Improvements.

(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 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 any conduits situated within such walls), including exterior paint and texturing and the roof membrane,

(iii) the structural portions of the second floor and first story floor of the Building, including any plywood subfloor, except to the extent any such maintenance is necessitated by damages due to the negligence or greater culpability of any tenant occupying the first floor of the Building (or a portion thereof).

(iv) plumbing, electrical and mechanical systems serving the entirety of the Building, except to the extent any such maintenance is necessitated by damages due to the negligence or greater culpability of Tenant.

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 maintenance 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 marine retail operation shall be allowed.

(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:



## DRAFT LEASE

(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: BAYSIDE MARINE  
Attention: Todd Fraser  
333 B 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

## DRAFT LEASE

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 will not become effective until it is reviewed and approved by the State of California Division of Boating and Waterways, as provided in California Harbors and Navigation Code Section 72.0.



**DRAFT LEASE**

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

ATTEST:

**LANDLORD:**

SANTA CRUZ PORT DISTRICT COMMISSION,  
a political subdivision

\_\_\_\_\_  
Holland MacLaurie  
Port Director  
Santa Cruz Port District

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

**TENANT:**

Bayside Marine  
a California nonprofit corporation

By: \_\_\_\_\_  
Todd Fraser

Its:

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

**PREMISE MAP**

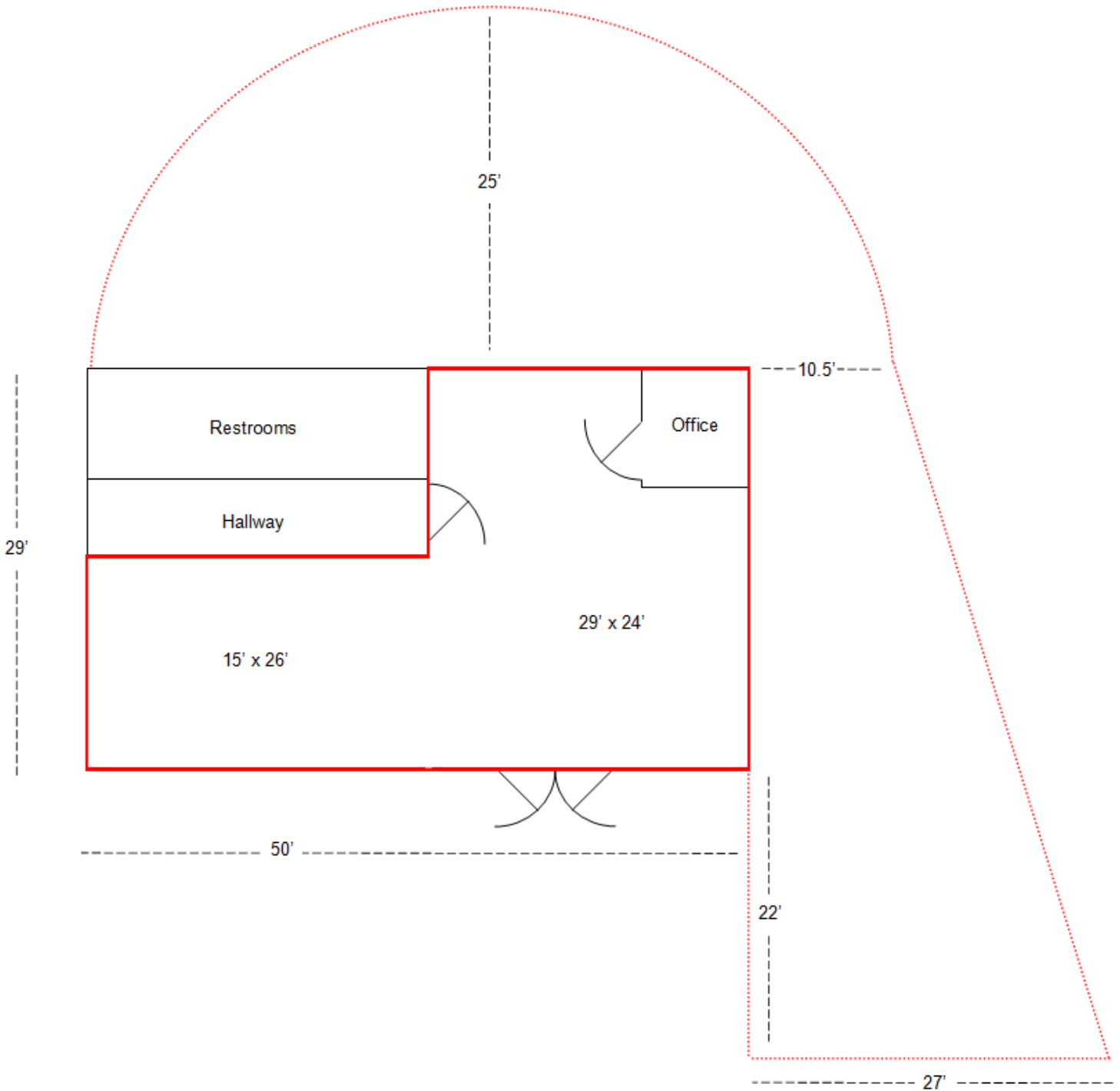
**Bayside Marine, 333 Lake Avenue, Suite B**

Interior Lease Space 1,100 SF

Exterior Lease Space 1,751 SF

*Hallway & Restrooms NOT Included in Leasehold*

**NOT TO SCALE**



**Exhibit B**  
**GUARANTY**

## GUARANTY OF LEASE

This Guaranty of Lease ("Guaranty") dated for reference purposes only \_\_\_\_\_, is executed by Todd Fraser ("Guarantor") in favor of Santa Cruz Port District, a California special district ("Landlord").

### RECITALS

WHEREAS, Landlord and Bayside Marine ("Tenant") have entered into a Lease dated for reference purposes only \_\_\_\_\_, ("Lease") whereby Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord the premises located at 333 B 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: \_\_\_\_\_, 2022 \_\_\_\_\_

Santa Cruz Port District  
**Resolution 22-05**  
January 25, 2022

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

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

A resolution designating peace officer status to Peter Melrose for the Santa Cruz Port District.

WHEREAS, the California State Penal Code, Section 830.31, authorized the Board of Commissioners to designate certain employees as peace officers, when acting in the capacity of harbor patrol; and,

WHEREAS, the California State Harbors and Navigation Code defines the authority of harbor patrol as peace officer; and

WHEREAS, the State Penal Code Section 830.33b requires that all such peace officers complete courses meeting the standards proscribed by the Commission on Peace Officer Standards and Training (POST) within twelve (12) months of employment.

NOW, THEREFORE, BE IT RESOLVED that Peter Melrose is designated peace officer, subject to the direction of the Port Director and any such employees they may designate, to perform their duties within the limitations proscribed by the State Code, any ordinances, resolution or direction of the Board of Commissioners.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 25<sup>th</sup> day of January 2022, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

APPROVED BY:

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

Santa Cruz Port District  
**Resolution 22-06**  
January 25, 2022

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

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

A resolution designating peace officer status to Parker Guy for the Santa Cruz Port District.

WHEREAS, the California State Penal Code, Section 830.31, authorized the Board of Commissioners to designate certain employees as peace officers, when acting in the capacity of harbor patrol; and,

WHEREAS, the California State Harbors and Navigation Code defines the authority of harbor patrol as peace officer; and

WHEREAS, the State Penal Code Section 830.33b requires that all such peace officers complete courses meeting the standards proscribed by the Commission on Peace Officer Standards and Training (POST) within twelve (12) months of employment.

NOW, THEREFORE, BE IT RESOLVED that Parker Guy is designated peace officer, subject to the direction of the Port Director and any such employees they may designate, to perform their duties within the limitations proscribed by the State Code, any ordinances, resolution or direction of the Board of Commissioners.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 25<sup>th</sup> day of January 2022, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

APPROVED BY:

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





TO: Port Commission  
 FROM: Blake Anderson, Harbormaster  
 DATE: January 6, 2021  
 SUBJECT: Authorization to Dispose of Surplus Property – Yamaha Outboard Motors (2)

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

**BACKGROUND**

The following equipment is owned by the Port District and not needed for conducting the Port District’s business:

PROPERTY / EQUIPMENT	DESCRIPTION	DATE ACQUIRED	ORIGINAL COST	ESTIMATED VALUE
(2) Yamaha Outboard Motors, 250HP each, sold as a pair	Year 2016, 3100hrs each; fair to good condition, well-maintained	July 2016	\$38,727	\$12,000-\$15,000

**Surplus Procedures:**

Once authorized by the Commission, the above listed items will be advertised for sale, or sold via online auction (publicsurplus.com). In the event that bids submitted are below the minimum asking prices, staff will determine whether or not the highest offer is reasonable, and if the items should be sold or re-advertised. If no bids are received, the items may be re-advertised, kept for a future sale, donated to a charitable organization, or scrapped.

**ANALYSIS**

The Port District’s Almar patrol vessel was purchased in 1999 with State of California grant funding. The vessel was retired in December 2021 and will be returned to the State for sale at public auction. The vessel’s most recent set of motors were purchased by the District in 2016, and have been removed from the vessel. The engines have been prepared for sale and have been computer-analyzed for RPM profile, error codes, and compression. The engines have high hours, but have been well-maintained and are in serviceable condition.

Currently, high horsepower outboard motors, like the ones being proposed for surplus, are in short supply. Staff expects that the motors will be sold at a public surplus auction for an estimated \$12,000 to \$15,000 (total for the pair).

**IMPACT ON PORT DISTRICT RESOURCES**

Revenue from the sale will be added to the general fund.

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

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# Santa Cruz Port District

## PORT COMMISSION POLICIES / PROCEDURES

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

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

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

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

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

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

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

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

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

Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
831.475.9558 Fax  
[www.santacruzharbor.org](http://www.santacruzharbor.org)



PORT COMMISSIONERS:

Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

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TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: January 11, 2022  
SUBJECT: Port District Priorities 2022

**Recommendation: Discuss and confirm the Port District priorities for 2022**

Each year, the Port Commission establishes priorities to guide the Port District's activities and initiatives over the coming year. The priorities are developed to address long- and short-term needs of the harbor and its users, as well as the community at large. Priorities are arranged into categories (e.g. Sustainability, Accountability, Community, etc.) that reflect the broad scope of the Port District's functions and responsibilities.

The Port Commission last adopted priorities in January 2021. Adoption of the priorities in the January timeframe is ideal, as it can help guide the budget process and establish priorities for Port District management and staff for the coming year.

ATTACHMENT: A. Port District Priorities 2022

## **Santa Cruz Port District Priorities 2022**

In conjunction with the Santa Cruz Port District's Mission Statement, the following priorities and goals are proposed for consideration / adoption for the upcoming year.

### **Accountability**

#### Financial Management

- Careful management of the Port District's financial resources and reserves to allow for recovery from continued pandemic-related revenue reductions and potential expense increases while maintaining operations and services.
- Continue to ensure that required coverage ratios and reporting requirements are met for existing debt.
- Develop a comprehensive pension management policy and explore pension cost mitigation techniques and strategies in relation to the District's unfunded accrued liability for CalPERS pension plans.

#### Transparency

- Accurate, reliable, and timely information is distributed through a variety of means to the Port Commission and the public.
- Administer the transition to a district-based election system and remain committed to extensive public outreach, as required, throughout the process.

#### Human Resources

- Fill the current vacancy for Deputy Harbormaster.
- Complete onboarding of new Administrative Services Manager.

### **Sustainability**

#### Infrastructure

- January 15, 2022, Tsunami: Initiate work to complete necessary repairs and reconstruction as expeditiously as possible given financial constraints and permit requirements.
- Work with regulators to ensure timely processing, review, and approval of a new US Army Corps of Engineers ("USACE") Regional General Permit for infrastructure maintenance and repair activities.
- Perform ongoing review and development of Capital Improvement Program to ensure facilities serving commercial and recreational boating are protected and upgraded.
- Complete Capital Improvement Projects currently underway and implement identified priority Capital Improvement Projects including, but not limited to:
  - a. Boater and public restroom rehabilitation

- b. Phased replacement of sanitary sewer lift stations
  - c. Second story deck replacement – 2222 East Cliff Drive
  - d. Electrical rehabilitation and metering – 333 Lake Avenue
  - e. Priority piling replacement at east side public pier and boatyard marine ways
- Continue planning and site improvements of District properties at 7<sup>th</sup> and Brommer
- Initiate new inspections, investigations, and planning identified in the 5-Year Capital Improvement Program to inform future projects, including but not limited to:
  - a. West side seawall inspection
  - b. Garbage and recycling study
- Complete lease negotiations supporting the reconstruction of a restaurant at 616 Atlantic Avenue.
- Complete negotiations supporting a finalized settlement agreement related to the City’s Murray Street Bridge Seismic Retrofit Project.

## **Navigation and Operations**

### Dredging Program

- Maintain safe passage for vessels transiting the federal entrance channel and provide access to berthing and refuge.
- Work with regulators to ensure timely processing, review, and approval of a new US Army Corps of Engineers (“USACE”) 10-year dredge permit.
- Work with USACE to outline the process and timeline necessary to renew the current Memorandum of Agreement for operation and maintenance of the federal entrance channel (current MOA expires December 31, 2024).
- Work with USACE to secure reimbursement for FY22 Work Plan funding totaling \$525,000.
- Facilitate planning and crew training to ensure safety and improved production:
  - a. Seek out new, dredge-related training opportunities for crew and management staff.
- Maintain dredge equipment in a manner that ensures safety, reliability, enhanced production, and an extended life span.
  - a. Continue to schedule bi-annual inspections of the dredge to be performed by a qualified third-party contractor (inspection completed in 2021).
  - b. Plan for future haul of *Twin Lakes* (in progress).

## Harbor Patrol

- Active oversight and inspections of patrol vessel fabrication by Moose Boats, Inc. Take delivery of the new patrol vessel and initiate a training program to place vessel in service in 2022.
- Continue to improve harbor security through coverage, training, frequent foot patrols of harbor area and docks.

## Commercial Fishery

- Maintain viable commercial fishing activity.

## Boatyard

- Facilitate sustainability of boatyard operation and continue to identify opportunities for increasing revenue.

## **Stewardship**

- Monitor and actively participate in policy and regulatory development impacting harbors, with an emphasis on issues impacting small craft harbors.
- Promote environmental stewardship dockside, marine education, and clean and green boating.

## **Community**

- Strengthen relationships with other marinas and marine-related entities and identify opportunities to share information and resources.
- Continue coordination efforts with the County of Santa Cruz and the City of Santa Cruz on projects and initiatives of mutual concern.
- Identify opportunities for expanding utilization of remote parking by harbor area businesses and charter operators.
- Continued participation in Monterey Bay National Marine Sanctuary Advisory Council.

## **Leadership**

- Continued activation and refinement of COVID-19 response measures to protect employee and public health.
- Facilitate and increase opportunities for collaboration, communication, mentoring, and coordination between employees.
- Strengthen intergovernmental and community relationships.

*Adopted by Santa Cruz Port Commission January XX, 2022.*

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

Date	No.	Vendor	Description	Amount
12/3/2021	55931	Anderson, Brian	Visitor Berthing Refund	\$ 329.00
12/3/2021	55932	AT&T Mobility	Tablet Service	\$ 235.00
12/3/2021	55933	Cale America, Inc.	Parking Machine Battery Replacement	\$ 397.06
12/3/2021	55934	Carpi & Clay	Washington Representation	\$ 1,600.00
12/3/2021	55935	Comcast	Business Internet	\$ 295.06
12/3/2021	55936	County of Santa Cruz DPW	Annual Sanitation Charges (\$8,731.65 Tenant Reimbursable)	\$ 11,473.53
12/3/2021	55937	County of Santa Cruz DPW	Annual Sanitation Charges (\$59,681.11 Tenant Reimbursable)	\$ 73,026.07
12/3/2021	55938	Data Ticket, Inc.	Citation Processing (October)	\$ 300.00
12/3/2021	55939	Ditto's Embroidery	Operations Staff Jackets	\$ 529.74
12/3/2021	55940	Doctors on Duty	Pre-Employment Physical	\$ 135.00
12/3/2021	55941	Esposito, Jacobi	Security Deposit Refund	\$ 265.54
12/3/2021	55942	Garda CL West, Inc.	Deposit Courier Service	\$ 202.37
12/3/2021	55943	Gsolutionz	Telephone System Maintenance	\$ 216.95
12/3/2021	55944	Guardian Public Safety Background Investigations	Pre-Employment Background Investigation	\$ 1,400.00
12/3/2021	55945	Hennessy, Mike	Security Deposit Refund	\$ 47.00
12/3/2021	55946	Hoole, Quinton	Security Deposit Refund	\$ 115.66
12/3/2021	55947	Horizon Water and Environment, LLC	Regional General Permit Consulting Services	\$ 942.50
12/3/2021	55948	Knight, Evin	Security Deposit Refund	\$ 52.06
12/3/2021	55949	Laine, Steve	Security Deposit Refund	\$ 116.54
12/3/2021	55950	Mutual of Omaha	Life/AD&D/LTD Insurance	\$ 619.44
12/3/2021	55951	O'Farrell, Michael	Launch Fee Refund (Double Payment)	\$ 18.00
12/3/2021	55952	Pacific Gas & Electric Company	Utilities	\$ 27,186.68
12/3/2021	55953	Palace Art & Office Supply	Office Supplies	\$ 58.53
12/3/2021	55954	Palmer, Darrell	Expense Reimbursement: Boatyard Retail Items	\$ 74.59
12/3/2021	55955	Peterson	Twin Lakes C18 Engine Fuel Injector Replacement	\$ 6,379.81
12/3/2021	55956	Santa Cruz Tire & Auto Care	Patrol Vehicle Maintenance	\$ 349.75
12/3/2021	55957	SC Fuels	Fuel Dock Gas & Diesel	\$ 28,722.18
12/3/2021	55958	Santa Cruz Municipal Utilities	Utilities	\$ 11,249.81
12/3/2021	55959	South Bay Regional Public Safety Consortium	Deputy Harbormaster Training Course	\$ 126.00
12/3/2021	55960	Summit Uniforms	Deputy Harbormaster Uniform	\$ 530.47
12/3/2021	55961	Triton Construction	Fuel Pump Sensor Replacement	\$ 1,003.70
12/3/2021	55962	U.S. Bank Equipment Finance	Copier Lease	\$ 151.31
12/3/2021	55963	West Marine Pro	Boatyard Retail Items	\$ 623.88
12/7/2021	55964	Ty Pearce	Employee Recognition Banquet Catering	\$ 2,312.60
12/17/2021	55965	AA Safe & Security Co.	2222 East Cliff Drive - Suite 130 Door Cylinder (42.37 Tenant Reimbursable), Concession Lot Booth Door Lever	\$ 369.79
12/17/2021	55966	Adobe Systems Incorporated	Software Subscription	\$ 96.84



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

Date	No.	Vendor	Description	Amount
12/17/2021	55967	Airtec Service	2222 East Cliff Drive Boiler System Maintenance	\$ 3,409.24
12/17/2021	55968	Allied Administrators for Delta Dental	Dental Insurance	\$ 2,565.35
12/17/2021	55969	Amerigas	Ancillary Equipment Fuel	\$ 138.58
12/17/2021	55970	AT&T	Telephone	\$ 1,450.80
12/17/2021	55971	CIT	Telephone System Lease	\$ 323.09
12/17/2021	55972	B AND B Small Engine	Landscaping Tools Repair & Maintenance	\$ 173.36
12/17/2021	55973	Bay Plumbing Supply, Inc.	Sawblade, Showerhead	\$ 40.90
12/17/2021	55974	Bay Propeller	<i>Dauntless</i> Propeller & Shaft Maintenance	\$ 4,401.50
12/17/2021	55975	Bayside Oil II, Inc.	Hazardous Waste Disposal, Waste Oil Disposal	\$ 798.50
12/17/2021	55976	BENNETT, ROY	Security Deposit Refund	\$ 703.93
12/17/2021	55977	Big Creek	Tape, FF-Dock Lumber	\$ 379.95
12/17/2021	55978	Blake Anderson	Mileage Expense Reimbursement	\$ 64.17
12/17/2021	55979	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 340.01
12/17/2021	55980	Burke, Williams & Sorensen, LLP	Legal Consultation	\$ 9,020.00
12/17/2021	55981	Byte Technology	Website Maintenance	\$ 897.00
12/17/2021	55982	Cale America, Inc.	Parking Machine Monthly Service	\$ 1,664.00
12/17/2021	55983	Comcast	Business Internet	\$ 381.56
12/17/2021	55984	Complete Mailing Service	Statement Mailing & Postage	\$ 521.44
12/17/2021	55985	Computer Technical Specialists, Inc.	E-mail Scanning & Backup	\$ 732.24
12/17/2021	55986	County of Santa Cruz Auditor	Citation Tax (October)	\$ 1,748.00
12/17/2021	55987	County Specialty Gases	Welding Gas Quick Connects, Welding Helmet, Welding Tips, Cutting Lubricant, Welding Gas	\$ 463.17
12/17/2021	55988	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 30.25
12/17/2021	55989	Ditto's Embroidery	Dredge Monitor Jacket	\$ 89.38
12/17/2021	55990	Doyle, Sandra	Security Deposit Refund	\$ 363.00
12/17/2021	55991	Duppen-Ottoviano, Charles	Security Deposit Refund	\$ 242.88
12/17/2021	55992	Electro Specialties	Boatyard Retail Items	\$ 205.36
12/17/2021	55993	Elevator Service Company	Monthly Service (\$223.60 Tenant Reimbursable)	\$ 430.00
12/17/2021	55994	Ewing Irrigation Products, Inc.	PVC Fittings	\$ 31.79
12/17/2021	55995	Grainger	Welding Helmet Backpack, Dock Gate Door Closers, Check Valve, Screw Extractor Set, Hose Fitting, Disposable Gloves, Wire Wheels, Lumbar Support	\$ 1,082.28
12/17/2021	55996	Haro Kasunich & Associates, Inc.	Geotechnical Services: 7th & Brommer (Northwest)	\$ 7,327.55
12/17/2021	55997	Henderson Marine Supply, Inc.	Fire Hose Cabinet	\$ 908.19
12/17/2021	55998	Holmes, Sebastian	Security Deposit Refund	\$ 601.99
12/17/2021	55999	Home Depot Credit Services	Reciprocating Saws, Cobweb Duster, Paint Rollers, Bucket, Straps, Spade Bit Set, Smoke Alarm, Carbon Monoxide Alarm, Electrical Outlet Boxes, Poly Sheeting, Conduit	\$ 1,220.68
12/17/2021	56000	Hose Shop	Hose Fittings	\$ 81.41

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

Date	No.	Vendor	Description	Amount
12/17/2021	56001	Johnson Hicks Marine Electronics	Depth Finder	\$ 342.64
12/17/2021	56002	Linde Gas & Equipment, Inc.	Welding Gas	\$ 576.45
12/17/2021	56003	Lockton Insurance Brokers, LLC	Insurance Premium - 497 Lake Avenue	\$ 718.00
12/17/2021	56004	Matheson Tri-Gas, Inc.	Welding Gas Cylinder Rentals	\$ 61.32
12/17/2021	56005	Mesiti-Miller Engineering, Inc.	Engineering Services: 7th & Brommer (Northwest)	\$ 930.00
12/17/2021	56006	Michael K. Nunley & Associates, Inc.	Sanitary Sewer Lift Station Engineering	\$ 10,001.49
12/17/2021	56007	Mid County Auto Supply	Engine Oil, Oil Filter, Fuel Filter, Diesel Exhaust Fluid, Fuses	\$ 105.29
12/17/2021	56008	Mission Uniform Service	Uniform Service	\$ 498.67
12/17/2021	56009	Monterey Bay Marine	Dredge Skiff Repair & Maintenance, <i>Odd Job</i> Fuel Line Repair	\$ 2,003.85
12/17/2021	56010	MPress Digital Inc.	Business Cards	\$ 407.54
12/17/2021	56011	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$ 330.00
12/17/2021	56012	Pacific Coast Congress of Harbormasters and Port Managers	Annual Membership	\$ 265.00
12/17/2021	56013	Pacific Gas & Electric Company	Utilities	\$ 111.35
12/17/2021	56014	Palace Art & Office Supply	Office Supplies	\$ 368.15
12/17/2021	56015	Pape Material Handling	Forklift Hose Assembly	\$ 342.27
12/17/2021	56016	Peterson	<i>Twin Lakes</i> C32 Engine & C18 Engine Extended Warranties, Dozer Fitting	\$ 27,285.09
12/17/2021	56017	Peace Officers Research Association of California	Association Dues (Payroll Deduction)	\$ 177.00
12/17/2021	56018	PORAC Legal Defense Fund	Association Dues (Payroll Deduction)	\$ 294.00
12/17/2021	56019	Praxair Distribution Inc.	Welding Rods	\$ 340.60
12/17/2021	56020	Red Wing Shoe Store	Dredge Crew Work Boots	\$ 1,046.21
12/17/2021	56021	Riverside Lighting & Electric	Fuel Dock Breaker, Dredge Yard Electrical Supplies	\$ 303.71
12/17/2021	56022	Royal Wholesale Electric	Aerator Starter	\$ 147.54
12/17/2021	56023	Santa Cruz Backflow Testing	Backflow Testing & Maintenance	\$ 1,365.00
12/17/2021	56024	Santa Cruz Fire Equipment Company	Fire Extinguisher Service	\$ 118.27
12/17/2021	56025	Santa Cruz Tire & Auto Care	Maintenance Vehicle Fuel Pump Assembly	\$ 1,181.78
12/17/2021	56026	Scheidt & Bachmann	Concession Lot Parking Equipment Monthly Warranty	\$ 2,554.13
12/17/2021	56027	Santa Cruz Municipal Utilities	Utilities	\$ 2,407.20
12/17/2021	56028	Soil Control Lab	Storm Water Testing	\$ 366.00
12/17/2021	56029	The Home Depot Pro Institutional	Janitorial Supplies	\$ 2,639.44
12/17/2021	56030	Triton Construction	Annual Underground Storage Tank Testing & Training	\$ 1,100.00
12/17/2021	56031	US Relay	Webcam Service	\$ 484.00
12/17/2021	56032	Verizon Wireless	Cell Phone & Tablet Service	\$ 343.08
12/17/2021	56033	Mark Larsen DBA: Viking	Harbor Office Window Cleaning	\$ 30.00
12/17/2021	56034	West Marine Pro	Dredge Skiff Fuel Tank, Switch, Marine Adhesive, <i>Odd Job</i> Fiberglass & Resin	\$ 182.75

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

Date	No.	Vendor	Description	Amount
12/31/2021	56035	Ace Portable Services	O-Dock Portable Toilet Rental	\$ 205.93
12/31/2021	56036	Allied Universal	Security Patrol	\$ 7,836.69
12/31/2021	56037	Amerigas	Ancillary Equipment Fuel	\$ 35.63
12/31/2021	56038	AT&T Mobility	Tablet Service	\$ 235.00
12/31/2021	56039	Atchison Barisone Condotti & Kovacevich	Legal Consultation	\$ 22,443.04
12/31/2021	56040	Bay Building Janitorial, Inc.	Janitorial Service, Refuse Collection	\$ 9,192.00
12/31/2021	56041	Bay Plumbing Supply, Inc.	Basin Wrench, Strapping, Pipe Repair Clamp	\$ 32.84
12/31/2021	56042	Bayside Oil II, Inc.	Fuel Dock Bilge Pump Out	\$ 312.50
12/31/2021	56043	Big Creek	FF-Dock Plywood	\$ 338.80
12/31/2021	56044	Brass Key Locksmith, Inc.	497 Lake Avenue Rekey Locks	\$ 298.90
12/31/2021	56045	Burke, Williams & Sorensen, LLP	Legal Consultation - Labor Negotiations	\$ 8,639.22
12/31/2021	56046	Byte Technology	Website Maintenance	\$ 75.00
12/31/2021	56047	Central Home Supply	Fill Sand	\$ 79.45
12/31/2021	56048	Comcast	Business Internet	\$ 295.06
12/31/2021	56049	Core & Main LP	Fusion Machine Facer Arm Kit	\$ 780.95
12/31/2021	56050	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
12/31/2021	56051	Diaz, Nestor	Boatyard Contractor Registration Fee Refund	\$ 250.00
12/31/2021	56052	Doctors on Duty	Pre-Employment Physical Evaluation	\$ 130.00
12/31/2021	56053	Fastrak Violation Processing Department	Toll	\$ 27.75
12/31/2021	56054	Garda CL West, Inc.	Excess Items Fees	\$ 6.37
12/31/2021	56055	Grainger	Batteries, Disposable Gloves, Grounds Tool Set	\$ 346.15
12/31/2021	56056	Horizon Water and Environment, LLC	Consulting Services: Regional General Permit	\$ 701.25
12/31/2021	56057	Hose Shop	Dewatering Pump Repair, Beach Valve Pipe Fittings, <i>Twin Lakes</i> Adapter & Bushings, Gas Pump Fittings	\$ 803.74
12/31/2021	56058	John Haynes	Mileage Expense Reimbursement	\$ 48.30
12/31/2021	56059	Johnson Hicks Marine Electronics	<i>Odd Job</i> Antenna	\$ 98.33
12/31/2021	56060	Large's Metal Fabrication, Inc.	<i>Big Red</i> Center Console Metal	\$ 46.07
12/31/2021	56061	Lawson	Hose Adapter	\$ 68.22
12/31/2021	56062	Lee & Associates Rescue	Confined Space Safety Equipment & Service	\$ 4,185.74
12/31/2021	56063	Lexipol LLC	Law Enforcement Policy Manual Annual Fee	\$ 3,797.42
12/31/2021	56064	McMaster-Carr Supply Company	<i>Twin Lakes</i> Hardware & Pipe Fittings, Padlocks, Hose Couplings, <i>Twin Lakes</i> Discharge Pipe Repair	\$ 1,834.30
12/31/2021	56065	Mid County Auto Supply	Motor Oil, Air Filters, Crane Fuel	\$ 241.93
12/31/2021	56066	Mission Uniform Service	Uniform Service	\$ 379.80
12/31/2021	56067	Mutual of Omaha	LTD/Life/AD&D Insurance	\$ 803.68
12/31/2021	56068	Pacific Gas & Electric Company	Utilities	\$ 30,176.54
12/31/2021	56069	Palace Art & Office Supply	Office Supplies	\$ 206.34

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

Date	No.	Vendor	Description	Amount
12/31/2021	56070	Pape Material Handling	Hyster Forklift Hose Assembly	\$ 1,623.92
12/31/2021	56071	Psychological Resources	Pre-Employment Psych Evaluation	\$ 135.00
12/31/2021	56072	RIPALog, LLC	Racial and Identity Profiling Act Compliance Services	\$ 1,450.00
12/31/2021	56073	San Lorenzo	Sealant, FF-Dock Repair Supplies	\$ 218.63
12/31/2021	56074	SC Fuels	Fuel Dock Gas & Diesel	\$ 27,482.68
12/31/2021	56075	Santa Cruz Municipal Utilities	Utilities	\$ 18,327.86
12/31/2021	56076	SPI/Mobile Pulley Works, Inc.	Dredge Pipe Gaskets	\$ 650.00
12/31/2021	56077	The Home Depot Pro Institutional	Janitorial Supplies	\$ 995.33
12/31/2021	56078	Triton Construction	Designated Fuel Operator Training	\$ 290.00
12/31/2021	56079	WEX Bank	Fleet Fuel	\$ 2,174.41
12/31/2021	56080	West Coast Wire Rope	<i>Twin Lakes</i> Ladder Sheaves, Nylon Rope	\$ 3,658.59
12/31/2021	56081	West Marine Pro	Resin Hardener, Boatyard Boat Stands, Boatyard Retail Items	\$ 1,213.66
12/31/2021	56083	APED	Fan Motor	\$ 98.09
12/1/2021	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 849.05
12/1/2021	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,066.02
12/1/2021	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 261.62
12/1/2021	EFT	Merchant Services	CALE Credit Card Fees	\$ 1,232.11
12/1/2021	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 506.47
12/1/2021	EFT	PAYCHEX	Time & Attendance Fees	\$ 109.00
12/1/2021	EFT	Transaction Express	Online Billpay ACH Fees	\$ 489.39
12/1/2021	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 2,481.90
12/3/2021	EFT	CalPERS	Health Insurance	\$ 34,693.99
12/3/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,822.86
12/3/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 5,333.45
12/3/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,403.96
12/3/2021	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	\$ 3,249.27
12/3/2021	EFT	PAYCHEX	Payroll Service Fees	\$ 494.03
12/7/2021	EFT	Comerica Commercial Card Services	Traffic Signage, Patrol Vessel Electronics Removal, Fleet Fuel, Recruitment Advertising, Commission Meeting Refreshments, Zoom Subscription, Roofing Material, Workplace App Subscription, Prosper Forms Subscription, Surfline Subscription, Transfer Pump, Travelift Lighting, Bungee Cord, Strap Paper, American Flag, Pesticide Applicator Seminar, Office Supplies, Vehicle Smog Check, Leak Test Supplies, Refuse Container Wheels, Disposable Gloves, Shipping, Space Heater, Hyster Forklift Part, <i>Twin Lakes</i> Navigation Lighting, Pressure Washer, Rope, Deputy Harbormaster Uniform	\$ 10,013.89
12/9/2021	EFT	Comerica Bank	Service Charges	\$ 795.58
12/10/2021	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$ 18.32
12/15/2021	EFT	WEX Bank	Fleet Fuel	\$ 2,001.29

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

<b>Date</b>	<b>No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
12/20/2021	EFT	CalPERS	Unfunded Accrued Liability	\$ 29,384.50
12/20/2021	EFT	CalPERS	Unfunded Accrued Liability	\$ 3,169.17
12/20/2021	EFT	CalPERS	Unfunded Accrued Liability	\$ 601.17
12/20/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,755.89
12/20/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 5,329.09
12/20/2021	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,453.26
12/20/2021	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	\$ 9,406.59
12/20/2021	EFT	PAYCHEX	Payroll Service Fees	\$ 559.48
12/22/2021	EFT	PAYCHEX	Payroll Service Fees	\$ 146.72
12/30/2021	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 678.04
12/3/2021	Various	Various Employees	11/16/21-11/30/21 Payroll	\$ 8,209.15
12/3/2021	EFT	PAYCHEX	11/16/21-11/30/21 Payroll Direct Deposit	\$ 57,651.47
12/3/2021	EFT	PAYCHEX	11/16/21-11/30/21 Payroll Taxes	\$ 30,423.07
12/20/2021	Various	Various Employees	12/1/21-12/15/21 Payroll	\$ 13,278.69
12/20/2021	EFT	PAYCHEX	12/1/21-12/15/21 Payroll Direct Deposit	\$ 57,200.78
12/20/2021	EFT	PAYCHEX	12/1/21-12/15/21 Payroll Taxes	\$ 33,507.24
<b>Total December 2021 Disbursements</b>				<b>\$ 760,116.63</b>



TO: Port Commission  
FROM: Blake Anderson, Harbormaster  
DATE: January 15, 2022  
SUBJECT: Harbormaster's Report

#### Annual Search and Rescue Statistics Update

From January 1, 2021, to December 31, 2021, the Harbor Patrol responded to 102 marine calls for service and took 11 reports for vessel accidents. A total of 66 lives were saved. A "life saved" is counted as any time a person is pulled/rescued from the water, or a vessel (with people on board) is saved from being beached or sinking.

#### Crab Season

After a lengthy delay, the commercial Dungeness crab season opened on December 16, 2021, in Zone 4 (Pigeon Point to Lopez Point). Local operators reported a steady catch in local waters with the benefit of relatively high ex-vessel prices. The season is scheduled to run through June 30, 2022, but may be modified or restricted if whales are observed in the area.

#### Parking Coordinator

The District is pleased to welcome new Parking Coordinator Rick Melrose to the operations staff on a full-time provisional basis. Rick has worked at the harbor part-time for 8 years and has gained an excellent understanding of harbor operations including the District's parking equipment, which requires daily maintenance and monitoring.

#### AB953 Implementation (RIPA)

Effective January 1, 2022, law enforcement agencies statewide are required to submit stop data to the Department of Justice (DOJ) in accordance with AB953: The Racial and Identity Profiling Act (RIPA). Staff has been working with the DOJ and a third-party reporting service to ensure compliance. All Deputy Harbormaster staff have been trained and are reporting data to DOJ any time a person is stopped and detained, issued a citation, or taken into custody. The law aims to eliminate racial and identity profiling and improve diversity and racial and identity sensitivity in law enforcement.

#### CLETS Training

Newly-hired Deputy Harbormaster staff completed California's CLETS (California Law Enforcement Telecommunications System) security training and certification test. The training certificate is required to maintain access to confidential databases and to receive law enforcement information such as DMV records, criminal history, and identification records.

#### Use of Force Training

All Deputy Harbormaster staff participated in a training webinar detailing current use of force laws. The training covered changes brought by AB392, which modified the legal language that applies to use of deadly force, and force which results in great bodily injury. The training also covered the public duty doctrine and obligations of peace officers in the course of duty.

### Quarterly Range Training

All Deputy Harbormaster staff participated in a quarterly firearms training on December 15, 2021, in Watsonville. All staff qualified and new staff had the opportunity to receive comprehensive instruction in firearms safety, tactics, and the use of less-than lethal devices.

### 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.

#### **December 2021 – Total Port Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Dungeness Crab	14,045.9	\$6.93	\$97,437.31
Rock Crab	4,372.2	\$2.90	\$12,692.10
<b>Total Reported:</b>	<b>18,418.1 lbs</b>	<b>Total Ex-Vessel:</b>	<b>\$110,129.41</b>

Species also landed\* - Bluefin Tuna, Pacific Sardine, Butterfish, Rockfish (various species), Northern Anchovy, Halibut, Mackerel, White Croaker.

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

#### **December 2021 – Resident Buyer Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Dungeness Crab	11,870.9	\$5.50	\$65,289.95
Rock Crab (Various)	232.35	\$3.00	\$697.05
Mackerel	106.0	\$1.00	\$106.00
Lingcod	44.8	\$3.00	\$134.40
Bluefin Tuna	2,671.4	\$6.50	\$17,364.10

**Total Reported: 14,925.05 lbs** **Total Ex-Vessel: \$83,591.50**

*Annual summary next page*

**Annual Summary:**

**2021 Total Port Landings- Santa Cruz Harbor**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Chinook Salmon	184,249.7	\$10.23	\$1,885,410.50
Sablefish (blackcod)	34,659.30	\$2.83	\$98,426.39
CA Halibut	48,500.82	\$5.36	\$260,209.42
Dungeness Crab	122,660.91	\$7.15	\$877,940.83
Rock Crab	25,430.4	\$2.51	\$63,838.26
Rockfish (various)	5,920.8	\$2.65	\$15,702.05
Petrals Sole	512.01	\$2.39	\$1,226.58
Pacific Mackerel	1,298.20	\$.73	\$948.00
Jack Mackerel	28,280.2	\$.53	\$14,938.24
Jacksmelt	12,609.1	\$.53	\$6,749.80
Lingcod	2,690.23	\$3.07	\$8,273.64
Starry Flounder	62.15	\$2.40	\$149.65
White Seabass	431.1	\$6.35	\$2,740.30
Pacific Bonito	1,295.9	\$2.62	\$3,398.38
Bluefin Tuna	10,555.7	\$6.69	\$70,630.88
Thorneyhead (Long)	108.85	\$2.61	\$284.35
Thorneyhead (Short)	1,172.65	\$2.32	\$2,723.90

**Total Reported: 480,438.02 lbs**

**Total Ex-Vessel: \$3,313,591.14**

Species also landed\* - Albacore Tuna, Yellowfin Tuna, Opah, Spiny Lobster, Northern Anchovy, Pacific Herring, Round Herring, Pacific Sardine, Dover Sole, Dogfish Shark, Thresher Shark, Skate, Dover Sole, Pacific Halibut, Sanddabs, Sargo, Queenfish, White Croaker, Market Squid, Surfperch

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

**2021 Total Resident Buyer Landings**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Chinook Salmon	49,854.45	\$10.00	\$498,544.50
Sablefish (blackcod)	13,416.60	\$3.00	\$40,249.80
CA Halibut	23,540.81	\$6.00	\$141,244.86
Dungeness Crab	70,663.55	\$6.50	\$459,313.07
Rockfish (various)	17,812.9	\$3.00	\$53,438.70
Petrals Sole	733.81	\$2.00	\$1,467.62
Pacific Mackerel	486.9	\$1.00	\$486.9
Lingcod	1,930.98	\$3.00	\$5,792.94
Starry Flounder	341.85	\$2.00	\$683.70



White Seabass	300.6	\$6.00	\$1,803.60
Sanddabs	66.75	\$2.00	\$133.50
Rock Crab	3,117.2	\$2.00	\$6,234.4
Skate	5.3	\$1.00	\$5.30
Thorneyhead (Short)	203.36	\$2.00	\$406.72
Thorneyhead (Long)	40.85	\$2.00	\$81.70
Pacific Bonito	568.8	\$3.00	\$1,706.40
Bluefin Tuna	8,686.1	\$6.50	\$56,459.65

**Total Reported: 191,770.81 lbs**

**Total Ex-Vessel: \$1,268,053.40**

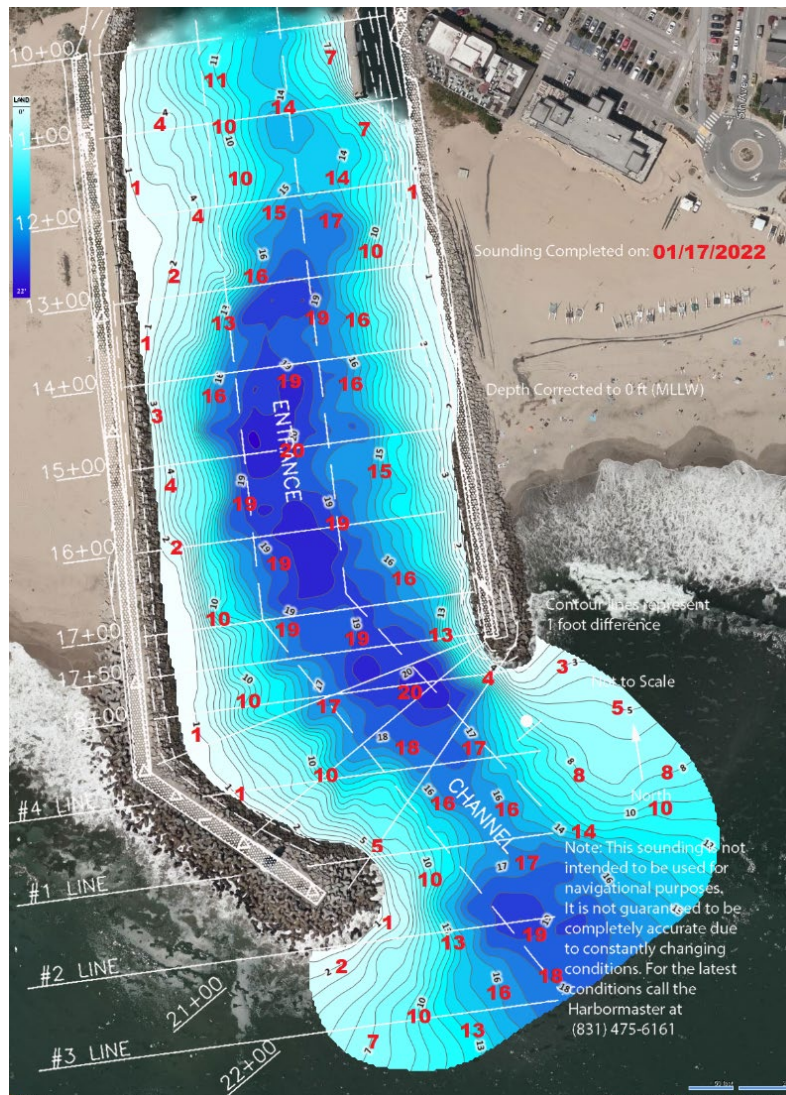


TO: Port Commission  
FROM: Carl Wulf, Facilities Maintenance Engineering Manager  
DATE: January 24, 2022  
SUBJECT: Facilities Maintenance & Engineering Report

### Dredging Operations:

#### Twin Lakes

The dredge crew has not experienced any further mechanical issues on *Twin Lakes* since the beginning of the season and has been making continual progress maintaining depth in the entrance channel. *Twin Lakes* has been moved to the inside of the entrance channel and crews plan on working their way toward the mouth of the entrance.



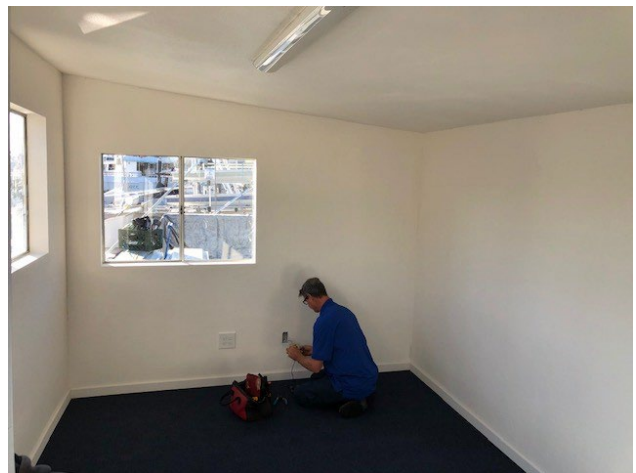
### Squirt

Extended maintenance continues on *Squirt* in the dredge yard as time permits. Crews are performing the work to rebuild the main pump, fabricate a new cover over the engine bay, and paint below the waterline of the hull.

### **Maintenance:**

#### UCSC Office Space

Facilities staff has completed the work to rebuild the UCSC sailing office and rehabilitate failed floatation on FF-dock. The temporary rental unit has been picked up by the vendor, and UCSC staff moved back into their office space.



### Public Hoist

Staff facilitated the repair of the public hoist after it was damaged due to improper use.

### 333 Lake Avenue – Electrical Project

The plans for the electrical work to be done at 333 Lake Avenue have been submitted to the City Building Department for the needed permits.

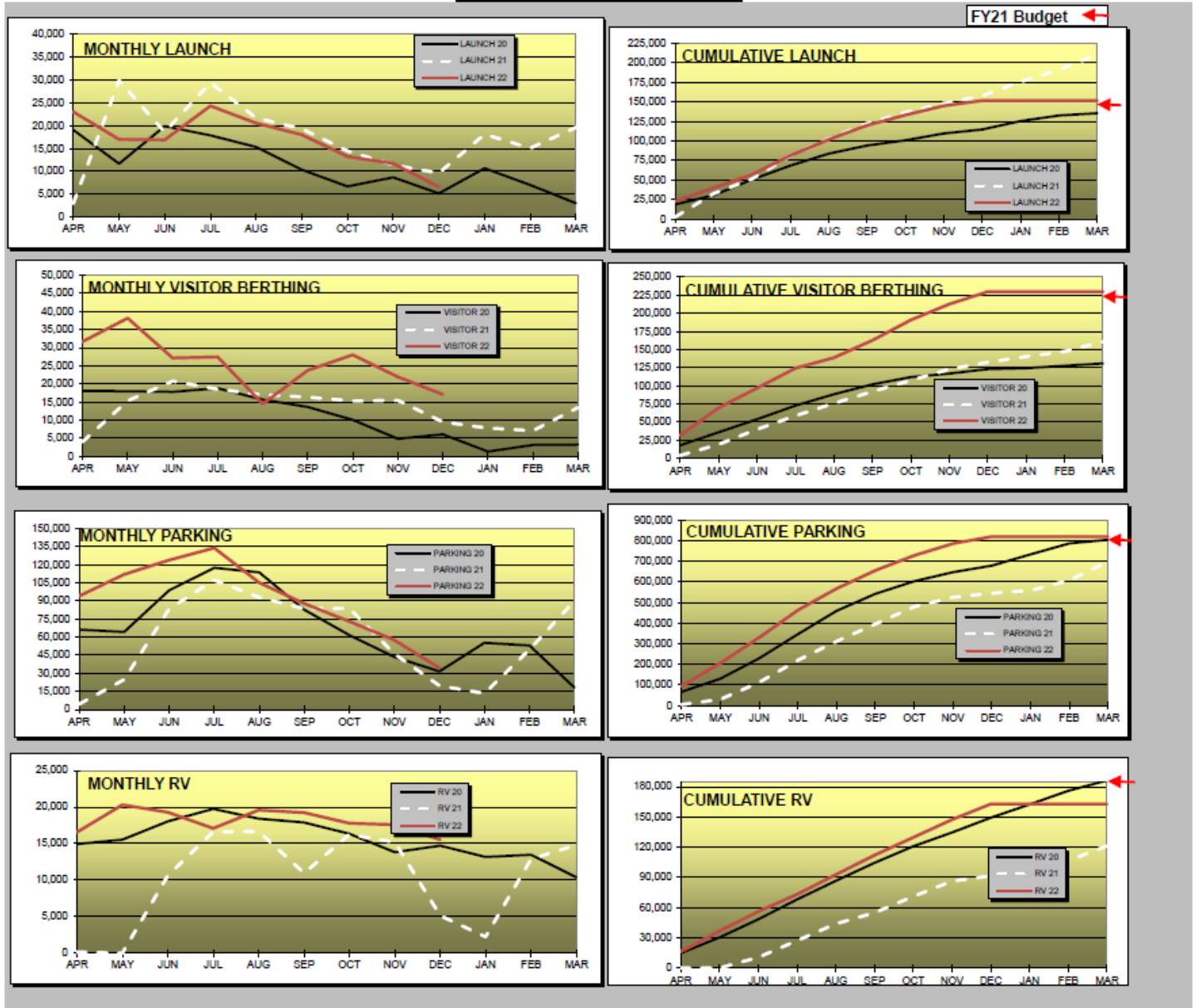
### 493 Lake Avenue – Plumbing

Facilities staff replaced the drainpipes at the fishery with larger 2” drain lines to improve flow and avoid frequently clogged lines.

### Tsunami Event of January 15, 2022

Staff has been actively responding to the tsunami event that occurred Saturday morning, January 15, 2022. The primary focus has been on the electrical and plumbing infrastructures. Additionally, there are dock repairs and water damage that will be addressed once the immediate issues have been resolved.

## SEASONAL INCOME



EMPLOYEE COUNT AT 12/31/21

**FTE%**  
**Regular Unrepresented**

ADMIN	Eldridge, Mark	100%		Accounting Technician II
ADMIN	Ghisletta, Renee	100%		Administrative Assistant I
ADMIN	MacLaurie, Holland	100%		Port Director
FACILITIES	Acevedo, Arturo	100%		Maintenance Worker III
FACILITIES	Erevia, Vincent		var	Temporary Harbor Maintenance Worker & Dredge Monitor
FACILITIES	Goering, Bryce	100%		Harbor Dredge Worker II
FACILITIES	Gullo, Nicholas	100%		Supervising Maint. Worker
FACILITIES	Laine, Jason	100%		Harbor Dredge Worker III
FACILITIES	Lopez, Jorge	100%		Maintenance Worker III
FACILITIES	Marty, Randy	100%		Maintenance Worker III
FACILITIES	Ramos, Brenda	100%		Facilities Coordinator
FACILITIES	Rodriguez, Brian		var	Weekend Janitorial
FACILITIES	Simoni, Daniel	100%		Harbor Dredge Worker II
FACILITIES	Stipanovich, Rory	100%		Supervising Dredge Worker
FACILITIES	Tandai, Steven	100%		Harbor Dredge Worker III
FACILITIES	Vera, Jose	100%		Maintenance Worker III
FACILITIES	Wagoner, Joshua	100%		Harbor Dredge Worker III
FACILITIES	Wulf, Carl	100%		Facilities, Maintenance, & Engineering Manager
OPERATIONS	Anderson, Blake	100%		Harbormaster
OPERATIONS	Chausse, Kurt		var	Parking Control
OPERATIONS	Gitler, Mark		var	Operations Assistant & Dredge Monitor
OPERATIONS	Gottlieb, Landon	100%		Deputy Harbormaster
OPERATIONS	Guy, Parker	100%		Deputy Harbormaster
OPERATIONS	Hann, Alfred		var	Operations Assistant
OPERATIONS	Haynes, John	100%		Senior Deputy Harbormaster
OPERATIONS	Henning, Nicholas	100%		Boatyard Crew
OPERATIONS	Hill, David	100%		Deputy Harbormaster
OPERATIONS	Kurrle, Madison		var	Parking Control
OPERATIONS	Loelhoeffel, Katrin		var	Operations Assistant
OPERATIONS	Long, John		var	Parking Control
OPERATIONS	Manley, Shelby		var	Parking Control
OPERATIONS	Melrose, Kevin	100%		Boatyard Supervisor
OPERATIONS	Melrose, Peter	100%		Deputy Harbormaster
OPERATIONS	Melrose, Richard		var	Operations Assistant
OPERATIONS	Nelson, Michael		var	Parking Control
OPERATIONS	Rothwell, Niki	100%		Customer Service Rep.
OPERATIONS	Rothwell, Sean	100%		Assistant Harbormaster

**Total FTE's**            26

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>OPERATING INCOME</b>						
000-000-000-0000-4000	Slip Rent Permanent	\$391,899	\$3,526,412	\$4,668,000	(\$1,141,588)	76%
000-000-000-0000-4002	Slip Rent Visitors	\$17,101	\$229,638	\$145,000	\$84,638	158%
000-000-000-0000-4003	Annual Slip Rent Discount	(\$725)	(\$2,042)	(\$1,225)	(\$817)	167%
000-000-000-0000-4006	Tenant Concession Rent	\$188,637	\$1,505,463	\$1,685,000	(\$179,537)	89%
000-000-000-0000-4008	Misc. Tenant Rent (Sewer)	\$4,046	\$47,121	\$140,000	(\$92,879)	34%
000-000-000-0000-4010	Launch Fees	\$6,604	\$151,561	\$140,000	\$11,561	108%
000-000-000-0000-4012	Liveaboard	\$6,500	\$56,898	\$70,000	(\$13,102)	81%
000-000-000-0000-4014	Catamaran Storage	\$2,368	\$22,922	\$25,500	(\$2,578)	90%
000-000-000-0000-4016	North Harbor Dry Storage	\$14,929	\$140,868	\$185,000	(\$44,132)	76%
000-000-000-0000-4018	7th Ave Dry Storage	\$9,545	\$88,573	\$115,500	(\$26,927)	77%
000-000-000-0000-4020	Waiting List	\$0	\$13,050	\$120,000	(\$106,950)	11%
000-000-000-0000-4024	Slip Leave Option	(\$250)	\$250	\$2,500	(\$2,250)	10%
000-000-000-0000-4026	Partnership Fees	\$2,507	\$22,187	\$27,250	(\$5,063)	81%
000-000-000-0000-4028	Sublease Fees	\$3,059	\$26,908	\$28,000	(\$1,092)	96%
000-000-000-0000-4030	Variable/Utility Fees	\$17,707	\$151,455	\$195,000	(\$43,545)	78%
000-000-000-0000-4032	Late Fees	\$3,851	\$34,530	\$50,000	(\$15,470)	69%
000-000-000-0000-4036	Citations	\$3,345	\$78,381	\$92,500	(\$14,119)	85%
000-000-000-0000-4040	Credit Card Convenience Charges	\$1,877	\$17,452	\$20,000	(\$2,548)	87%
000-000-000-0000-4100	Parking - Concession Lot	\$23,420	\$460,228	\$800,000	(\$339,772)	58%
000-000-000-0000-4102	Parking - Launch Area	\$0	\$24,121	\$24,121	\$0	0%
000-000-000-0000-4104	Parking - Westside	\$5,572	\$159,061	\$159,061	\$0	0%
000-000-000-0000-4118	Meter Permits & Coin	\$5,386	\$167,543	\$167,543	\$0	0%
000-000-000-0000-4120	Slip Renter Parking Permits	\$0	\$9,950	\$36,500	(\$26,550)	27%
000-000-000-0000-4122	RV Parking	\$15,516	\$162,889	\$185,000	(\$22,111)	88%
000-000-000-0000-4200	Fuel Sales Gasoline	\$11,430	\$332,936	\$265,000	\$67,936	126%
000-000-000-0000-4202	Fuel Sales Diesel	\$10,269	\$452,469	\$400,000	\$52,469	113%
000-000-000-0000-4204	Fuel Service Call Back Charges	\$0	\$10	\$10	\$0	0%
000-000-000-0000-4210	Wash Rack	\$0	\$8,096	\$6,250	\$1,846	130%
000-000-000-0000-4220	Boatyard Retail	\$453	\$13,730	\$10,500	\$3,230	131%
000-000-000-0000-4225	Boatyard Labor	\$0	\$488	\$1,000	(\$513)	49%
000-000-000-0000-4230	Boatyard Rental	\$230	\$3,100	\$2,500	\$600	124%
000-000-000-0000-4235	Boatyard Misc.	\$1,191	\$26,920	\$30,000	(\$3,080)	90%
000-000-000-0000-4240	Lay Days/Storage	\$5,430	\$134,135	\$115,000	\$19,135	117%
000-000-000-0000-4245	Vessel Haulout	\$6,846	\$126,273	\$125,000	\$1,273	101%
000-000-000-0000-4250	Vessel Berthing	\$3,075	\$29,127	\$30,000	(\$873)	97%
<b>OPERATING INCOME</b>		<b>\$761,816</b>	<b>\$8,222,700</b>	<b>\$9,714,775</b>	<b>(\$1,492,075)</b>	<b>85%</b>
<b>EXPENSE SUMMARY BY PROGRAM</b>						
	Administrative Services (110)	\$51,566	\$505,766	\$764,483	\$258,717	66%
	Finance & Purchasing (120)	\$10,879	\$145,821	\$209,575	\$63,754	70%
	Property Management (130)	\$52,595	\$519,301	\$546,648	\$27,347	95%
	Environmental & Permitting (140)	\$6,027	\$42,354	\$195,175	\$152,821	22%
	Port Commission Support (190)	\$3,400	\$94,499	\$57,089	(\$37,410)	166%
	Harbor Patrol (210)	\$59,177	\$511,331	\$721,534	\$210,203	71%
	Marina Management (220)	\$37,500	\$360,484	\$512,134	\$151,650	70%
	Rescue Services (230)	\$4,362	\$64,688	\$122,463	\$57,775	53%
	Parking Services (240)	\$12,064	\$276,092	\$323,993	\$47,901	85%
	Events (250)	\$440	\$9,803	\$35,344	\$25,541	28%
	Fuel Services (280)	\$31,862	\$646,303	\$491,444	(\$154,859)	132%
	Docks, Piers, Marine Structures (310)	\$29,454	\$233,845	\$297,927	\$64,082	78%
	Utilities (320)	\$3,860	\$86,711	\$95,943	\$9,232	90%
	Buildings (330)	\$22,004	\$244,157	\$395,252	\$151,095	62%
	Grounds (340)	\$57,522	\$564,655	\$786,798	\$222,143	72%
	Aeration (350)	\$4,212	\$38,460	\$57,340	\$18,880	67%
	Fishery Support (360)	\$926	\$6,548	\$16,322	\$9,774	40%
	Capital Projects (390)	\$0	\$232,757	\$417,797	\$185,040	56%
	Dredging Operations (400)	\$75,291	\$976,035	\$1,487,426	\$511,391	66%
	Boatyard Operations (500)	\$17,418	\$233,188	\$324,636	\$91,448	72%
<b>OPERATING EXPENSES</b>		<b>\$480,560</b>	<b>\$5,792,798</b>	<b>\$7,859,323</b>	<b>\$2,066,525</b>	<b>74%</b>
<b>OPERATING PROFIT</b>		<b>\$281,256</b>	<b>\$2,429,903</b>	<b>\$1,855,452</b>	<b>(\$574,451)</b>	<b>131%</b>

Santa Cruz Port District  
Monthly Budget Report  
For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>NON OPERATING INCOME/(EXPENSE)</b>						
000-000-000-0000-4300	Harbor Services Charge	\$935	\$4,374	\$10,000	(\$5,626)	44%
000-000-000-0000-4308	Interest Income	\$15	\$15,108	\$79,500	(\$64,392)	19%
000-000-000-0000-4310	Other Income	\$4,463	\$63,212	\$50,000	\$13,212	126%
000-000-000-0000-4375	USACE Reimbursement	\$0	\$140,000		\$140,000	0%
000-000-000-0000-4405	Grants - DBAW	\$0	\$7,185	\$30,000	(\$22,815)	24%
000-000-000-0000-4406	County Rescue Contribution	\$25,000	\$50,000	\$50,000	\$0	100%
000-000-000-0000-4407	PG&E Easement	\$0	\$26,953		\$26,953	0%
000-000-000-0000-4408	Waste Oil Grant	\$0	\$6,281	\$12,000	(\$5,719)	52%
000-000-000-0000-4500	Gain/(Loss) on Asset Disposal	\$0	\$960		\$960	0%
000-000-000-0000-4600	Cash Over/Under	\$10	(\$2)		(\$2)	0%
	Principal Debt Payments	\$0	(\$743,692)	(\$1,260,274)	\$516,582	59%
	Capital Improvement Program	(\$17,493)	(\$406,658)	(\$500,000)	\$93,342	81%
	Capitalized Expenses	(\$1,082)	(\$474,544)	(\$294,762)	(\$179,782)	161%
	Depreciation	(\$140,002)	(\$1,260,014)		\$0 (\$1,260,014)	0%
<b>NET INCOME/(LOSS)</b>		<b>\$153,103</b>	<b>(\$140,934)</b>	<b>\$31,916</b>	<b>(\$172,850)</b>	<b>(442%)</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>ADMINISTRATIVE SERVICES DEPT.</b>						
	Salaries - Regular	\$23,536	\$250,867	\$403,166	\$152,299	62%
	Salaries - Overtime	\$0	\$488	\$5,000	\$4,512	10%
	Wages - Part Time/Temporary	\$4,647	\$12,772	\$48,000	\$35,228	27%
	Salaries - Vacation Pay	\$4,214	\$27,625	\$5,000	(\$22,625)	552%
	Salaries - Holiday Pay	\$0	\$491	\$0	(\$491)	0%
	Unemployment Insurance (SUI)	\$568	\$568	\$3,725	\$3,157	15%
	FICA Medicare/Social Security	\$2,512	\$22,645	\$34,030	\$11,385	67%
	Auto Allowance	\$200	\$1,300	\$2,400	\$1,100	54%
	Workers' Compensation	\$1,128	\$8,457	\$17,608	\$9,151	48%
	CalPERS Employer Share	\$3,088	\$29,930	\$46,129	\$16,199	65%
	CalPERS Unfunded Accrued Liability	\$6,890	\$59,024	\$79,692	\$20,668	74%
	Health Insurance	\$246	\$59,116	\$79,275	\$20,159	75%
	Dental Insurance	\$393	\$3,910	\$5,862	\$1,952	67%
	Long Term Disability/Life/AD&D	\$167	\$1,307	\$1,283	(\$24)	102%
	Printing & Newsletter	\$596	\$8,737	\$14,000	\$5,263	62%
	Legal Notices	\$0	\$0	\$1,000	\$1,000	0%
	Advertising	\$0	\$4,105	\$4,500	\$395	91%
	Postage	\$333	\$4,849	\$10,000	\$5,151	48%
	Promotional Expense	\$0	\$805	\$4,000	\$3,196	20%
	Office Supplies	\$1,141	\$7,485	\$14,950	\$7,465	50%
	Supplies	\$0	\$461	\$2,100	\$1,639	22%
	Vehicle & Equipment Fuel	\$0	\$0	\$500	\$500	0%
	Miscellaneous Employee Training	\$0	\$147	\$2,000	\$1,853	7%
	Pre-Employment Physicals	\$130	\$265	\$1,000	\$735	27%
	Equipment Rental	\$0	\$0	\$1,000	\$1,000	0%
	Insurance Premiums	\$12,063	\$107,130	\$133,000	\$25,870	81%
	Insurance Claims	\$0	\$203	\$6,000	\$5,797	3%
	Memberships, Dues, Subscriptions	\$265	\$8,922	\$7,500	(\$1,422)	119%
	Meetings & Training	\$0	\$2,164	\$14,250	\$12,086	15%
	Books	\$0	\$0	\$400	\$400	0%
	Software	\$0	\$0	\$500	\$500	0%
	Permit Fees	\$0	\$2,998	\$8,000	\$5,002	37%
	Bank Service Charges	\$1,023	\$10,278	\$16,000	\$5,722	64%
	Credit Card Fees	\$2,835	\$27,471	\$40,000	\$12,529	69%
	Data Storage	\$0	\$0	\$3,000	\$3,000	0%
	Employee Recognition	\$2,313	\$5,374	\$3,000	(\$2,374)	179%
	Miscellaneous Expenses	\$0	\$5,388	\$5,000	(\$388)	108%
	Commission Expenses	\$0	\$0	\$500	\$500	0%
	Interest Expense	\$0	\$0	\$2,000	\$2,000	0%
	Gas & Electricity	\$7,283	\$60,582	\$82,500	\$21,918	73%
	Water, Sewer, Garbage	\$11,547	\$127,082	\$184,000	\$56,918	69%
	Telephone & Alarms	\$1,602	\$9,244	\$39,500	\$30,256	23%
	Sanitary Dist. Charges	\$0	\$93,330	\$122,000	\$28,670	77%
	Miscellaneous Professional Services	\$800	\$7,200	\$12,000	\$4,800	60%
	Legal Consultation	\$31,082	\$147,037	\$46,000	(\$101,037)	320%
	Technical Services	\$1,373	\$22,268	\$113,000	\$90,732	20%
	Contract Services	\$419	\$9,417	\$12,000	\$2,583	78%
	Uniform Cleaning/Laundry	\$89	\$89	\$250	\$161	36%
	Other Services	\$0	\$23,492	\$10,000	(\$13,492)	235%
	Accounting & Auditing	\$1,309	\$43,232	\$46,000	\$2,769	94%
	Software License & Application	\$354	\$17,966	\$28,500	\$10,534	63%
	LAFCO Assessment	\$0	\$11,609	\$14,000	\$2,391	83%
	Mileage Reimbursement	\$0	\$0	\$1,650	\$1,650	0%
	Meetings & Seminars	\$0	\$0	\$3,000	\$3,000	0%
	Signage	\$0	\$0	\$200	\$200	0%
	Office Equipment R&M	\$0	\$0	\$12,000	\$12,000	0%
	Vehicle Maintenance	\$0	\$172	\$2,000	\$1,828	9%
	Permits & Inspections	\$0	\$452	\$2,500	\$2,048	18%
	Equipment/Equipment R&M	\$323	\$4,815	\$16,500	\$11,685	29%
	COVID-19 Related Expenses	\$0	\$1,931	\$0	(\$1,931)	0%
	CVRA Related Expenses	\$0	\$52,541	\$0	(\$52,541)	0%
	Capitalized Equip. Transfer to 1100	\$0	\$253,249	\$0	(\$253,249)	0%
	<b>TOTAL ADMIN. SERVICES DEPT.</b>	<b>\$124,467</b>	<b>\$1,508,448</b>	<b>\$1,772,970</b>	<b>\$264,522</b>	<b>85%</b>



Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>ADMINISTRATIVE SERVICES (110)</b>						
100-100-110-0000-5000	Salaries - Regular	\$13,624	\$145,238	\$247,000	\$101,762	59%
100-100-110-0000-5005	Salaries - Overtime			\$500	\$500	0%
100-100-110-0000-5010	Wages - Part Time/Temporary			\$1,000	\$1,000	0%
100-100-110-0000-5020	Salaries - Vacation Pay	\$4,214	\$27,625	\$5,000	(\$22,625)	552%
100-100-110-0000-5025	Salaries - Holiday Pay	\$0	\$491		(\$491)	0%
100-100-110-0000-5055	Unemployment Insurance (SUI)	\$288	\$288	\$1,500	\$1,212	19%
100-100-110-0000-5060	FICA Medicare/Social Security	\$1,396	\$13,543	\$18,627	\$5,084	73%
100-100-110-0000-5075	Auto Allowance	\$200	\$1,300	\$2,400	\$1,100	54%
100-100-110-0000-5105	Workers' Compensation	\$652	\$4,889	\$10,178	\$5,290	48%
100-100-110-0000-5110	CalPERS Employer Share	\$1,976	\$19,157	\$29,524	\$10,367	65%
100-100-110-0000-5112	CalPERS Unfunded Liability	\$4,410	\$37,778	\$51,006	\$13,229	74%
100-100-110-0000-5115	Health Insurance	\$208	\$34,684	\$46,307	\$11,623	75%
100-100-110-0000-5120	Dental Insurance	\$227	\$2,260	\$3,389	\$1,129	67%
100-100-110-0000-5125	Long Term Disability/Life/AD&D	\$107	\$829	\$752	(\$77)	110%
100-100-110-0000-5200	Printing & Newsletter	\$596	\$8,737	\$14,000	\$5,263	62%
100-100-110-0000-5202	Legal Notices			\$1,000	\$1,000	0%
100-100-110-0000-5204	Advertising	\$0	\$3,118	\$3,000	(\$118)	104%
100-100-110-0000-5206	Postage	\$333	\$4,849	\$10,000	\$5,151	48%
100-100-110-0000-5208	Promotional Expense	\$0	\$805	\$4,000	\$3,196	20%
100-100-110-0000-5214	Office Supplies	\$1,141	\$7,398	\$14,000	\$6,602	53%
100-100-110-0000-5217	Supplies	\$0	\$313	\$1,000	\$687	31%
100-100-110-0000-5240	Miscellaneous Employee Training	\$0	\$147	\$2,000	\$1,853	7%
100-100-110-0000-5242	Pre-Employment Physicals	\$130	\$265	\$1,000	\$735	27%
100-100-110-0000-5256	Equipment Rental			\$1,000	\$1,000	0%
100-100-110-0000-5262	Insurance Premiums	\$1,971	\$17,742	\$21,000	\$3,258	84%
100-100-110-0000-5264	Insurance Claims	\$0	\$203	\$6,000	\$5,797	3%
100-100-110-0000-5266	Memberships, Dues, Subscriptions	\$265	\$8,762	\$7,000	(\$1,762)	125%
100-100-110-0000-5268	Meetings & Training	\$0	\$239	\$5,000	\$4,761	5%
100-100-110-0000-5270	Books			\$300	\$300	0%
100-100-110-0000-5282	Bank Service Charges	\$1,023	\$10,278	\$16,000	\$5,722	64%
100-100-110-0000-5284	Credit Card Fees	\$2,835	\$27,471	\$40,000	\$12,529	69%
100-100-110-0000-5286	Data Storage			\$3,000	\$3,000	0%
100-100-110-0000-5288	Employee Recognition	\$2,313	\$5,374	\$3,000	(\$2,374)	179%
100-100-110-0000-5290	Miscellaneous Expenses	\$0	\$555	\$1,000	\$446	55%
100-100-110-0000-5298	Interest Expense			\$2,000	\$2,000	0%
100-100-110-0000-5310	Telephone & Alarms	\$1,298	\$7,691	\$31,000	\$23,310	25%
100-100-110-0000-5415	Miscellaneous Professional Services	\$800	\$7,200	\$12,000	\$4,800	60%
100-100-110-0000-5416	Legal Consultation	\$9,089	\$25,151	\$40,000	\$14,849	63%
100-100-110-0000-5420	Technical Services	\$1,373	\$14,068	\$21,000	\$6,932	67%
100-100-110-0000-5425	Contract Services	\$419	\$9,417	\$12,000	\$2,583	78%
100-100-110-0000-5450	Other Services	\$0	\$23,492	\$10,000	(\$13,492)	235%
100-100-110-0000-5465	Software License & Application	\$354	\$17,966	\$28,000	\$10,034	64%
100-100-110-0000-5470	LAFCO Assessment	\$0	\$11,609	\$14,000	\$2,391	83%
100-100-110-0000-5500	Mileage Reimbursement			\$1,000	\$1,000	0%
100-100-110-0000-5510	Meetings & Seminars			\$3,000	\$3,000	0%
100-100-110-0000-5694	Office Equipment R&M			\$12,000	\$12,000	0%
100-100-110-0000-5698	Equipment/Equipment R&M	\$323	\$2,908	\$8,000	\$5,092	36%
100-100-110-CO19-5000	COVID-19 Labor	\$0	\$1,826		(\$1,826)	0%
100-100-110-CO19-6300	COVID-19 Expenses	\$0	\$105		(\$105)	0%
100-100-110-0000-6100	Capitalized Equip Xfer to 1100	\$0	\$253,249		(\$253,249)	0%
<b>TOTAL ADMINISTRATIVE SERVICES</b>		<b>\$51,566</b>	<b>\$505,766</b>	<b>\$764,483</b>	<b>\$258,717</b>	<b>66%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>FINANCE &amp; PURCHASING (120)</b>						
100-100-120-0000-5000	Salaries - Regular	\$6,841	\$64,409	\$97,165	\$32,756	66%
100-100-120-0000-5005	Salaries - Overtime			\$500	\$500	0%
100-100-120-0000-5010	Wages - Part Time/Temporary			\$1,000	\$1,000	0%
100-100-120-0000-5055	Unemployment Insurance (SUI)	\$140	\$140	\$1,000	\$860	14%
100-100-120-0000-5060	FICA Medicare/Social Security	\$524	\$4,918	\$8,138	\$3,220	60%
100-100-120-0000-5105	Workers' Compensation	\$276	\$2,066	\$4,301	\$2,235	48%
100-100-120-0000-5110	CalPERS Employer Share	\$514	\$4,984	\$7,681	\$2,697	65%
100-100-120-0000-5112	CalPERS Unfunded Liability	\$1,147	\$9,828	\$13,269	\$3,441	74%
100-100-120-0000-5115	Health Insurance	\$4	\$13,954	\$19,382	\$5,428	72%
100-100-120-0000-5120	Dental Insurance	\$96	\$955	\$1,432	\$477	67%
100-100-120-0000-5125	Long Term Disability/Life/AD&D	\$28	\$228	\$307	\$79	74%
100-100-120-0000-5214	Office Supplies	\$0	\$87	\$750	\$663	12%
100-100-120-0000-5266	Memberships, Dues, Subscriptions	\$0	\$160	\$500	\$340	32%
100-100-120-0000-5268	Meetings & Training	\$0	\$150	\$2,000	\$1,850	8%
100-100-120-0000-5272	Software			\$500	\$500	0%
100-100-120-0000-5290	Miscellaneous Expenses	\$0	\$616	\$1,000	\$384	62%
100-100-120-0000-5420	Technical Services	\$0	\$95	\$2,000	\$1,906	5%
100-100-120-0000-5460	Accounting & Auditing	\$1,309	\$43,232	\$46,000	\$2,769	94%
100-100-120-0000-5465	Software License & Application			\$500	\$500	0%
100-100-120-0000-5500	Mileage Reimbursement			\$150	\$150	0%
100-100-120-0000-5698	Equipment/Equipment R&M			\$2,000	\$2,000	0%
<b>TOTAL FINANCE &amp; PURCHASING</b>		<b>\$10,879</b>	<b>\$145,821</b>	<b>\$209,575</b>	<b>\$63,754</b>	<b>70%</b>
<b>PROPERTY MANAGEMENT (130)</b>						
100-100-130-0000-5000	Salaries - Regular	\$739	\$12,954	\$15,764	\$2,810	82%
100-100-130-0000-5055	Unemployment Insurance (SUI)	\$29	\$29	\$125	\$96	23%
100-100-130-0000-5060	FICA Medicare/Social Security	\$58	\$993	\$1,755	\$762	57%
100-100-130-0000-5105	Workers' Compensation	\$29	\$215	\$449	\$234	48%
100-100-130-0000-5110	CalPERS Employer Share	\$152	\$1,469	\$2,264	\$795	65%
100-100-130-0000-5112	CalPERS Unfunded Liability	\$338	\$2,897	\$3,912	\$1,015	74%
100-100-130-0000-5115	Health Insurance	\$15	\$1,554	\$1,948	\$394	80%
100-100-130-0000-5120	Dental Insurance	\$10	\$100	\$149	\$49	67%
100-100-130-0000-5125	Long Term Disability/Life/AD&D	\$8	\$61	\$32	(\$29)	191%
100-100-130-0000-5204	Advertising	\$0	\$987	\$1,500	\$513	66%
100-100-130-0000-5262	Insurance Premiums	\$10,092	\$89,389	\$112,000	\$22,611	80%
100-100-130-0000-5268	Meetings & Training			\$750	\$750	0%
100-100-130-0000-5290	Miscellaneous Expenses	\$0	\$4,217	\$3,000	(\$1,217)	141%
100-100-130-0000-5300	Gas & Electricity	\$7,283	\$60,582	\$82,500	\$21,918	73%
100-100-130-0000-5305	Water, Sewer & Garbage	\$11,547	\$127,082	\$184,000	\$56,918	69%
100-100-130-0000-5310	Telephone & Alarms	\$303	\$1,554	\$8,500	\$6,946	18%
100-100-130-0000-5315	Sanitary Dist Charges	\$0	\$93,330	\$122,000	\$28,670	77%
100-100-130-0000-5416	Legal Consultation	\$21,993	\$121,886	\$6,000	(\$115,886)	2031%
<b>TOTAL PROPERTY MANAGEMENT</b>		<b>\$52,595</b>	<b>\$519,301</b>	<b>\$546,648</b>	<b>\$27,347</b>	<b>95%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>ENVIRONMENTAL &amp; PERMITTING (140)</b>						
100-100-140-0000-5000	Salaries - Regular	\$25	\$2,376	\$14,117	\$11,741	17%
100-100-140-0000-5005	Salaries - Overtime	\$0	\$488	\$3,500	\$3,012	14%
100-100-140-0000-5010	Wages - Part Time/Temporary	\$4,647	\$12,772	\$45,000	\$32,228	28%
100-100-140-0000-5055	Unemployment Insurance (SUI)	\$86	\$86	\$1,000	\$914	9%
100-100-140-0000-5060	FICA Medicare/Social Security	\$357	\$1,200	\$3,226	\$2,026	37%
100-100-140-0000-5105	Workers' Compensation	\$85	\$635	\$1,323	\$688	48%
100-100-140-0000-5110	CalPERS Employer Share	\$215	\$2,089	\$3,219	\$1,130	65%
100-100-140-0000-5112	CalPERS Unfunded Liability	\$481	\$4,119	\$5,561	\$1,442	74%
100-100-140-0000-5115	Health Insurance	\$0	\$4,332	\$5,744	\$1,412	75%
100-100-140-0000-5120	Dental Insurance	\$30	\$294	\$440	\$146	67%
100-100-140-0000-5125	Long Term Disability/Life/AD&D	\$12	\$92	\$95	\$3	97%
100-100-140-0000-5217	Supplies	\$0	\$148	\$1,000	\$852	15%
100-100-140-0000-5235	Vehicle & Equipment Fuel			\$500	\$500	0%
100-100-140-0000-5268	Meetings & Training			\$500	\$500	0%
100-100-140-0000-5276	Permit Fees	\$0	\$2,998	\$8,000	\$5,002	37%
100-100-140-0000-5292	Uniform Cleaning/Laundry	\$89	\$89	\$250	\$161	36%
100-100-140-0000-5420	Technical Services	\$0	\$8,106	\$90,000	\$81,894	9%
100-100-140-0000-5500	Mileage Reimbursement			\$500	\$500	0%
100-100-140-0000-5625	Signage			\$200	\$200	0%
100-100-140-0000-5665	Vehicle Maintenance	\$0	\$172	\$2,000	\$1,828	9%
100-100-140-0000-5696	Permits & Inspections	\$0	\$452	\$2,500	\$2,048	18%
100-100-140-0000-5698	Equipment/Equipment R&M	\$0	\$1,907	\$6,500	\$4,593	29%
	<b>TOTAL ENVIRONMENTAL &amp; PERMITTING</b>	<b>\$6,027</b>	<b>\$42,354</b>	<b>\$195,175</b>	<b>\$152,821</b>	<b>22%</b>
<b>PORT COMMISSION SUPPORT (190)</b>						
100-100-190-0000-5000	Salaries - Regular	\$2,306	\$25,890	\$29,120	\$3,230	89%
100-100-190-0000-5005	Salaries - Overtime			\$500	\$500	0%
100-100-190-0000-5010	Wages - Part Time/Temporary			\$1,000	\$1,000	0%
100-100-190-0000-5055	Unemployment Insurance (SUI)	\$24	\$24	\$100	\$76	24%
100-100-190-0000-5060	FICA Medicare/Social Security	\$178	\$1,990	\$2,284	\$294	87%
100-100-190-0000-5105	Workers' Compensation	\$87	\$652	\$1,357	\$705	48%
100-100-190-0000-5110	CalPERS Employer Share	\$230	\$2,233	\$3,441	\$1,208	65%
100-100-190-0000-5112	CalPERS Unfunded Liability	\$514	\$4,403	\$5,944	\$1,541	74%
100-100-190-0000-5115	Health Insurance	\$18	\$4,592	\$5,894	\$1,302	78%
100-100-190-0000-5120	Dental Insurance	\$30	\$301	\$452	\$151	67%
100-100-190-0000-5125	Long Term Disability/Life/AD&D	\$12	\$98	\$97	(\$1)	101%
100-100-190-0000-5214	Office Supplies			\$200	\$200	0%
100-100-190-0000-5217	Supplies			\$100	\$100	0%
100-100-190-0000-5268	Meetings & Training	\$0	\$1,775	\$6,000	\$4,225	30%
100-100-190-0000-5270	Books			\$100	\$100	0%
100-100-190-0000-5294	Commission Expenses			\$500	\$500	0%
100-100-190-CVRA-5000	CVRA Labor	\$0	\$714		(\$714)	0%
100-100-190-CVRA-6300	CVRA Expenses	\$0	\$51,827		(\$51,827)	0%
	<b>TOTAL PORT COMMISSION SUPPORT</b>	<b>\$3,400</b>	<b>\$94,499</b>	<b>\$57,089</b>	<b>(\$37,410)</b>	<b>166%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>OPERATIONS DEPT.</b>						
	Salaries - Regular	\$58,134	\$540,979	\$802,495	\$261,516	67%
	Salaries - Overtime	\$1,981	\$16,049	\$14,000	(\$2,049)	115%
	Wages - Part Time/Temporary	\$7,230	\$118,891	\$173,000	\$54,109	69%
	Salaries - Comp. Time	\$0	\$1,757	\$300	(\$1,457)	586%
	Salaries - Vacation Pay	\$5,119	\$20,533	\$5,000	(\$15,533)	411%
	Salaries - Holiday Pay	\$1,286	\$8,336	\$7,500	(\$836)	111%
	Salaries - Sick Pay	\$98	\$936	\$1,300	\$364	72%
	Salaries - Call Back	\$0	\$2,991	\$5,750	\$2,759	52%
	Salaries - Call Ready	\$1,783	\$14,942	\$21,500	\$6,558	69%
	Salaries - Night Differential	\$60	\$2,462	\$7,500	\$5,038	33%
	Unemployment Insurance (SUI)	\$1,757	\$4,552	\$11,054	\$6,502	41%
	FICA Medicare/Social Security	\$5,788	\$55,854	\$79,989	\$24,135	70%
	Uniform Allowance	\$0	\$5,236	\$6,500	\$1,264	81%
	Workers' Compensation	\$2,830	\$21,211	\$44,161	\$22,950	48%
	CalPERS Employer Share	\$6,928	\$67,149	\$99,051	\$31,902	68%
	CalPERS Unfunded Accrued Liability	\$15,457	\$132,420	\$171,120	\$38,700	77%
	Health Insurance	(\$31)	\$142,386	\$198,812	\$56,426	72%
	Dental Insurance	\$985	\$9,806	\$14,704	\$4,898	67%
	Long Term Disability/Life/AD&D	\$359	\$2,853	\$3,132	\$279	91%
	Advertising	\$0	\$0	\$525	\$525	0%
	Hazmat Supplies	\$0	\$0	\$500	\$500	0%
	Safety Supplies	\$0	\$2,095	\$3,000	\$905	70%
	Supplies	\$156	\$15,384	\$28,700	\$13,316	54%
	Tools	\$0	\$1,405	\$2,200	\$795	64%
	Harbor Patrol Supplies	\$0	\$1,306	\$3,000	\$1,694	44%
	Scout Maintenance	\$0	\$5,471	\$5,000	(\$471)	109%
	Almar Maintenance	\$0	\$5,676	\$12,000	\$6,324	47%
	Fuel - Travelift	\$111	\$1,506	\$1,500	(\$6)	100%
	Boat Fuel - HBI	\$0	\$4,140	\$7,000	\$2,860	59%
	Boat Fuel - Free Ride	\$0	\$305	\$1,000	\$695	30%
	Vehicle & Equipment Fuel	\$916	\$7,367	\$10,500	\$3,133	70%
	Harbor Patrol Training	\$0	\$1,511	\$19,000	\$17,489	8%
	Harbor Patrol Misc. Expense	\$3,797	\$8,369	\$7,500	(\$869)	112%
	Misc. Employee Training	\$290	\$1,345	\$2,400	\$1,055	56%
	Background Investigations	\$0	\$2,935	\$3,000	\$65	98%
	Fuel Dock Gasoline	\$16,304	\$291,099	\$195,000	(\$96,099)	149%
	Fuel Dock Diesel	\$9,801	\$300,742	\$225,000	(\$75,742)	134%
	Fuel Dock Equipment & Supplies	\$0	\$0	\$1,000	\$1,000	0%
	Underground Storage Tank Maintenance	\$1,969	\$8,530	\$5,000	(\$3,530)	171%
	Rent & Leases	\$0	\$7,350	\$8,000	\$650	92%
	Equipment Rental	\$0	\$0	\$1,000	\$1,000	0%
	Insurance Premiums	\$2,130	\$20,241	\$22,425	\$2,184	90%
	Permit Fees	\$0	\$4,812	\$6,400	\$1,588	75%
	Booking Fees	\$0	\$0	\$2,000	\$2,000	0%
	Bad Debt Expense	\$0	\$0	\$12,000	\$12,000	0%
	Lien Sale Expense	\$0	\$9,713	\$2,500	(\$7,213)	389%
	Credit Card Fees	\$5,453	\$70,262	\$63,300	(\$6,962)	111%
	Uniform Cleaning/Laundry	\$0	\$2,235	\$1,100	(\$1,135)	203%
	Hazmat Disposal	\$0	\$1,880	\$4,000	\$2,120	47%
	Contract Services	\$110	\$28,265	\$62,780	\$34,515	45%
	Engineering Services	\$0	\$0	\$500	\$500	0%
	Other Services	\$7,837	\$54,534	\$51,500	(\$3,034)	106%
	Software License & Application	\$0	\$0	\$4,000	\$4,000	0%
	Mileage Reimbursement	\$112	\$441	\$2,300	\$1,859	19%
	Meetings & Seminars	\$0	\$35	\$2,000	\$1,965	2%
	Boatyard Gas & Electricity	\$0	\$9,260	\$16,250	\$6,990	57%
	Boatyard Water, Sewer, Garbage	\$733	\$8,068	\$13,000	\$4,932	62%
	Boatyard Telephone & Alarms	\$84	\$432	\$2,000	\$1,568	22%
	Miscellaneous Professional Services	\$1,585	\$1,585	\$1,000	(\$585)	159%
	Fueling Equipment R&M	\$0	\$4,079	\$2,500	(\$1,579)	163%
	Water Taxi Maintenance	\$0	\$2,071	\$3,000	\$930	69%
	Signage	\$0	\$1,816	\$1,750	(\$66)	104%
	Parking Meters R&M	\$0	\$1,734	\$1,800	\$66	96%
	Vehicle Maintenance	\$0	\$2,412	\$7,000	\$4,588	34%
	Boatyard Cost of Goods Sold	\$1,674	\$10,507	\$10,000	(\$507)	105%

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
	Boatyard Filtration System R&M	\$0	\$6,492	\$4,000	(\$2,492)	162%
	Boatyard Filtration Supplies	\$0	\$3,026	\$4,000	\$974	76%
	Office Equipment R&M	\$0	\$0	\$250	\$250	0%
	Equipment/Equipment R&M	\$0	\$21,734	\$11,500	(\$10,234)	189%
	Communications Maintenance	\$0	\$96	\$2,000	\$1,904	5%
	Misc. Expenses	\$0	\$280	\$5,000	\$4,720	6%
	Capitalized Equip. Transfer to 1100	\$1,082	\$30,044	\$0	(\$30,044)	0%
	<b>TOTAL OPERATIONS DEPT.</b>	<b>\$162,824</b>	<b>\$2,101,890</b>	<b>\$2,530,548</b>	<b>\$428,658</b>	<b>83%</b>
<b>HARBOR PATROL (210)</b>						
100-200-210-0000-5000	Salaries - Regular	\$26,969	\$238,292	\$342,000	\$103,708	70%
100-200-210-0000-5005	Salaries - Overtime	\$1,531	\$11,048	\$10,000	(\$1,048)	110%
100-200-210-0000-5010	Wages - Part Time/Temporary	\$0	\$2,034	\$16,000	\$13,966	13%
100-200-210-0000-5015	Salaries - Comp. Time	\$0	\$1,708		(\$1,708)	0%
100-200-210-0000-5020	Salaries - Vacation Pay	\$1,669	\$10,187	\$5,000	(\$5,187)	204%
100-200-210-0000-5025	Salaries - Holiday Pay	\$534	\$6,326	\$5,000	(\$1,326)	127%
100-200-210-0000-5040	Salaries - Call Back	\$0	\$1,220	\$1,500	\$280	81%
100-200-210-0000-5045	Salaries - Call Ready	\$412	\$4,816	\$3,000	(\$1,816)	161%
100-200-210-0000-5050	Salaries - Night Differential	\$60	\$2,462	\$7,500	\$5,038	33%
100-200-210-0000-5055	Unemployment Insurance (SUI)	\$841	\$1,082	\$3,607	\$2,525	30%
100-200-210-0000-5060	FICA Medicare/Social Security	\$2,382	\$21,473	\$31,900	\$10,427	67%
100-200-210-0000-5100	Uniform Allowance	\$0	\$5,236	\$6,500	\$1,264	81%
100-200-210-0000-5105	Workers' Compensation	\$1,105	\$8,286	\$17,250	\$8,964	48%
100-200-210-0000-5110	CalPERS Employer Share	\$2,768	\$26,834	\$41,911	\$15,077	64%
100-200-210-0000-5112	CalPERS Unfunded Liability	\$6,177	\$52,917	\$72,406	\$19,489	73%
100-200-210-0000-5115	Health Insurance	(\$90)	\$54,678	\$80,527	\$25,849	68%
100-200-210-0000-5120	Dental Insurance	\$385	\$3,831	\$5,744	\$1,913	67%
100-200-210-0000-5125	Long Term Disability/Life/AD&D	\$152	\$1,197	\$1,189	(\$8)	101%
100-200-210-0000-5217	Supplies	\$156	\$2,414	\$2,500	\$86	97%
100-200-210-0000-5218	Tools	\$0	\$269	\$1,000	\$731	27%
100-200-210-0000-5220	Harbor Patrol Supplies	\$0	\$1,306	\$3,000	\$1,694	44%
100-200-210-0000-5224	Almar Maintenance	\$0	\$574	\$2,500	\$1,926	23%
100-200-210-0000-5235	Vehicle & Equipment Fuel	\$544	\$5,780	\$8,000	\$2,220	72%
100-200-210-0000-5236	Harbor Patrol Training	\$0	\$1,511	\$12,000	\$10,489	13%
100-200-210-0000-5238	Harbor Patrol Misc. Expense	\$3,797	\$8,363	\$6,500	(\$1,863)	129%
100-200-210-0000-5244	Background Investigations	\$0	\$2,935	\$3,000	\$65	98%
100-200-210-0000-5262	Insurance Premiums	\$250	\$3,320	\$3,500	\$180	95%
100-200-210-0000-5278	Booking Fees			\$2,000	\$2,000	0%
100-200-210-0000-5415	Miscellaneous Professional Services	\$1,585	\$1,585	\$1,000	(\$585)	159%
100-200-210-0000-5450	Other Services	\$7,837	\$27,682	\$16,000	(\$11,682)	173%
100-200-210-0000-5500	Mileage Reimbursement	\$112	\$353	\$1,500	\$1,147	24%
100-200-210-0000-5510	Meetings & Seminars	\$0	\$35	\$2,000	\$1,965	2%
100-200-210-0000-5665	Vehicle Maintenance	\$0	\$1,483	\$4,000	\$2,517	37%
100-200-210-0000-5692	Communications Maintenance	\$0	\$96	\$2,000	\$1,904	5%
	<b>TOTAL HARBOR PATROL</b>	<b>\$59,177</b>	<b>\$511,331</b>	<b>\$721,534</b>	<b>\$210,203</b>	<b>71%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>MARINA MANAGEMENT (220)</b>						
100-200-220-0000-5000	Salaries - Regular	\$18,770	\$180,730	\$264,817	\$84,087	68%
100-200-220-0000-5005	Salaries - Overtime	\$308	\$1,523	\$500	(\$1,023)	305%
100-200-220-0000-5010	Wages - Part Time/Temporary	\$1,468	\$16,549	\$26,000	\$9,451	64%
100-200-220-0000-5020	Salaries - Vacation Pay	\$3,450	\$7,826		(\$7,826)	0%
100-200-220-0000-5025	Salaries - Holiday Pay	\$752	\$1,773	\$2,500	\$727	71%
100-200-220-0000-5030	Salaries - Sick Pay	\$0	\$114		(\$114)	0%
100-200-220-0000-5055	Unemployment Insurance (SUI)	\$455	\$526	\$2,125	\$1,599	25%
100-200-220-0000-5060	FICA Medicare/Social Security	\$1,906	\$16,064	\$17,725	\$1,661	91%
100-200-220-0000-5105	Workers' Compensation	\$609	\$4,568	\$9,511	\$4,943	48%
100-200-220-0000-5110	CalPERS Employer Share	\$2,655	\$25,739	\$39,669	\$13,930	65%
100-200-220-0000-5112	CalPERS Unfunded Liability	\$5,925	\$50,758	\$68,532	\$17,774	74%
100-200-220-0000-5115	Health Insurance	\$212	\$32,660	\$41,309	\$8,649	79%
100-200-220-0000-5120	Dental Insurance	\$212	\$2,112	\$3,167	\$1,055	67%
100-200-220-0000-5125	Long Term Disability/Life/AD&D	\$144	\$1,083	\$679	(\$404)	160%
100-200-220-0000-5217	Supplies	\$0	\$2,946	\$6,000	\$3,054	49%
100-200-220-0000-5222	HBI Maintenance	\$0	\$86	\$2,500	\$2,414	3%
100-200-220-0000-5224	Almar Maintenance			\$5,000	\$5,000	0%
100-200-220-0000-5262	Insurance Premiums	\$635	\$5,715	\$6,000	\$285	95%
100-200-220-0000-5279	Bad Debt Expense			\$12,000	\$12,000	0%
100-200-220-0000-5280	Lien Sale Expenses	\$0	\$9,713	\$2,500	(\$7,213)	389%
100-200-220-0000-5465	Software License & Application			\$1,000	\$1,000	0%
100-200-220-0000-5500	Mileage Reimbursement			\$600	\$600	0%
<b>TOTAL MARINA MANAGEMENT</b>		<b>\$37,500</b>	<b>\$360,484</b>	<b>\$512,134</b>	<b>\$151,650</b>	<b>70%</b>
<b>RESCUE SERVICES (230)</b>						
100-200-230-0000-5000	Salaries - Regular	\$1,461	\$16,102	\$24,684	\$8,582	65%
100-200-230-0000-5005	Salaries - Overtime	\$0	\$562	\$1,000	\$438	56%
100-200-230-0000-5010	Wages - Part Time/Temporary			\$1,000	\$1,000	0%
100-200-230-0000-5040	Salaries - Call Back	\$0	\$1,690	\$3,750	\$2,060	45%
100-200-230-0000-5045	Salaries - Call Ready	\$1,371	\$10,125	\$18,500	\$8,375	55%
100-200-230-0000-5055	Unemployment Insurance (SUI)	\$75	\$91	\$200	\$109	46%
100-200-230-0000-5060	FICA Medicare/Social Security	\$216	\$2,162	\$4,079	\$1,917	53%
100-200-230-0000-5105	Workers' Compensation	\$127	\$950	\$1,978	\$1,028	48%
100-200-230-0000-5110	CalPERS Employer Share	\$162	\$1,570	\$2,420	\$850	65%
100-200-230-0000-5112	CalPERS Unfunded Liability	\$361	\$3,096	\$4,180	\$1,084	74%
100-200-230-0000-5115	Health Insurance	(\$4)	\$6,267	\$8,592	\$2,325	73%
100-200-230-0000-5120	Dental Insurance	\$44	\$439	\$659	\$220	67%
100-200-230-0000-5125	Long Term Disability/Life/AD&D	\$9	\$76	\$141	\$65	54%
100-200-230-0000-5212	Safety Supplies	\$0	\$1,688	\$2,000	\$312	84%
100-200-230-0000-5217	Supplies	\$0	\$376	\$500	\$124	75%
100-200-230-0000-5222	Scout Maintenance	\$0	\$5,385	\$2,500	(\$2,885)	215%
100-200-230-0000-5224	Almar Maintenance	\$0	\$5,102	\$4,500	(\$602)	113%
100-200-230-0000-5226	Boat Fuel - Patrol Boats	\$0	\$4,140	\$7,000	\$2,860	59%
100-200-230-0000-5236	Harbor Patrol Training			\$7,000	\$7,000	0%
100-200-230-0000-5238	Harbor Patrol Miscellaneous Expense	\$0	\$6	\$1,000	\$994	1%
100-200-230-0000-5262	Insurance Premiums	\$540	\$4,861	\$4,500	(\$361)	108%
100-200-230-0000-5425	Contract Services			\$22,280	\$22,280	0%
<b>TOTAL RESCUE SERVICES</b>		<b>\$4,362</b>	<b>\$64,688</b>	<b>\$122,463</b>	<b>\$57,775</b>	<b>53%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>PARKING SERVICES (240)</b>						
100-200-240-0000-5000	Salaries - Regular	\$1,061	\$24,745	\$25,075	\$330	99%
100-200-240-0000-5005	Salaries - Overtime	\$0	\$344	\$500	\$156	69%
100-200-240-0000-5010	Wages - Part Time/Temporary	\$3,270	\$70,307	\$95,000	\$24,693	74%
100-200-240-0000-5025	Salaries - Holiday Pay	\$0	\$134		(\$134)	0%
100-200-240-0000-5030	Salaries - Sick Pay	\$98	\$822	\$1,000	\$178	82%
100-200-240-0000-5055	Unemployment Insurance (SUI)	\$121	\$1,960	\$3,500	\$1,540	56%
100-200-240-0000-5060	FICA Medicare/Social Security	\$338	\$7,358	\$11,071	\$3,713	66%
100-200-240-0000-5105	Workers' Compensation	\$128	\$961	\$2,001	\$1,040	48%
100-200-240-0000-5110	CalPERS Employer Share	\$657	\$6,366	\$4,817	(\$1,549)	132%
100-200-240-0000-5112	CalPERS Unfunded Liability	\$1,465	\$12,555	\$8,322	(\$4,233)	151%
100-200-240-0000-5115	Health Insurance	(\$5)	\$6,359	\$8,691	\$2,332	73%
100-200-240-0000-5120	Dental Insurance	\$45	\$444	\$666	\$222	67%
100-200-240-0000-5125	Long Term Disability/Life/AD&D	\$17	\$138	\$250	\$112	55%
100-200-240-0000-5212	Safety Supplies	\$0	\$331	\$500	\$169	66%
100-200-240-0000-5217	Supplies	\$0	\$7,856	\$12,000	\$4,144	65%
100-200-240-0000-5218	Tools	\$0	\$167	\$100	(\$67)	167%
100-200-240-0000-5231	Boat Fuel - Free Ride	\$0	\$305	\$1,000	\$695	30%
100-200-240-0000-5235	Vehicle & Equipment Fuel	\$372	\$1,587	\$2,500	\$913	63%
100-200-240-0000-5240	Miscellaneous Employee Training	\$290	\$390	\$1,200	\$810	33%
100-200-240-0000-5254	Rent & Leases	\$0	\$7,350	\$8,000	\$650	92%
100-200-240-0000-5284	Credit Card Fees	\$4,097	\$57,374	\$50,000	(\$7,374)	115%
100-200-240-0000-5292	Uniform Cleaning/Laundry	\$0	\$1,663	\$500	(\$1,163)	333%
100-200-240-0000-5425	Contract Services	\$110	\$27,999	\$40,000	\$12,001	70%
100-200-240-0000-5450	Other Services	\$0	\$26,202	\$32,000	\$5,798	82%
100-200-240-0000-5465	Software License & Application			\$1,500	\$1,500	0%
100-200-240-0000-5610	Water Taxi Maintenance	\$0	\$2,071	\$3,000	\$930	69%
100-200-240-0000-5625	Signage	\$0	\$1,697	\$1,000	(\$697)	170%
100-200-240-0000-5635	Parking Meters R&M	\$0	\$1,734	\$1,800	\$66	96%
100-200-240-0000-5665	Vehicle Maintenance	\$0	\$929	\$3,000	\$2,071	31%
100-200-240-0000-5698	Equipment/Equipment R&M	\$0	\$5,945	\$5,000	(\$945)	119%
	<b>TOTAL PARKING SERVICES</b>	<b>\$12,064</b>	<b>\$276,092</b>	<b>\$323,993</b>	<b>\$47,901</b>	<b>85%</b>
<b>EVENTS (250)</b>						
100-200-250-0000-5000	Salaries - Regular	\$50	\$1,236	\$9,204	\$7,968	13%
100-200-250-0000-5005	Salaries - Overtime			\$1,000	\$1,000	0%
100-200-250-0000-5010	Wages - Part Time/Temporary			\$3,000	\$3,000	0%
100-200-250-0000-5055	Unemployment Insurance (SUI)			\$44	\$44	0%
100-200-250-0000-5060	FICA Medicare/Social Security	\$4	\$95	\$700	\$605	14%
100-200-250-0000-5105	Workers' Compensation	\$102	\$762	\$1,587	\$825	48%
100-200-250-0000-5110	CalPERS Employer Share	\$76	\$735	\$1,132	\$397	65%
100-200-250-0000-5112	CalPERS Unfunded Liability	\$169	\$1,449	\$1,956	\$507	74%
100-200-250-0000-5115	Health Insurance	\$0	\$5,134	\$6,893	\$1,759	74%
100-200-250-0000-5120	Dental Insurance	\$35	\$352	\$528	\$176	67%
100-200-250-0000-5125	Long Term Disability/Life/AD&D	\$4	\$40	\$100	\$60	40%
100-200-250-0000-5217	Supplies			\$4,200	\$4,200	0%
100-200-250-0000-5256	Equipment Rental			\$1,000	\$1,000	0%
100-200-250-0000-5290	Misc. Expenses			\$3,500	\$3,500	0%
100-200-250-0000-5625	Signage			\$500	\$500	0%
	<b>TOTAL EVENTS</b>	<b>\$440</b>	<b>\$9,803</b>	<b>\$35,344</b>	<b>\$25,541</b>	<b>28%</b>

Santa Cruz Port District  
Monthly Budget Report  
For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>FUEL SERVICES (280)</b>						
100-200-280-0000-5000	Salaries - Regular	\$608	\$4,209	\$9,140	\$4,931	46%
100-200-280-0000-5005	Salaries - Overtime	\$0	\$32		(\$32)	0%
100-200-280-0000-5010	Wages - Part Time/Temporary	\$1,593	\$15,345	\$22,000	\$6,655	70%
100-200-280-0000-5030	Salaries - Sick Pay			\$300	\$300	0%
100-200-280-0000-5055	Unemployment Insurance (SUI)	\$53	\$119	\$328	\$209	36%
100-200-280-0000-5060	FICA Medicare/Social Security	\$168	\$1,496	\$2,342	\$846	64%
100-200-280-0000-5105	Workers' Compensation	\$89	\$668	\$1,392	\$724	48%
100-200-280-0000-5110	CalPERS Employer Share	\$71	\$691	\$1,066	\$375	65%
100-200-280-0000-5112	CalPERS Unfunded Liability	\$159	\$1,363	\$1,841	\$478	74%
100-200-280-0000-5115	Health Insurance	(\$3)	\$4,473	\$6,044	\$1,571	74%
100-200-280-0000-5120	Dental Insurance	\$31	\$309	\$463	\$154	67%
100-200-280-0000-5125	Long Term Disability/Life/AD&D	\$4	\$37	\$28	(\$9)	133%
100-200-280-0000-5217	Supplies	\$0	\$0	\$1,000	\$1,000	0%
100-200-280-0000-5218	Tools			\$100	\$100	0%
100-200-280-0000-5245	Fuel Dock Gasoline	\$16,304	\$291,099	\$195,000	(\$96,099)	149%
100-200-280-0000-5246	Fuel Dock Diesel	\$9,801	\$300,742	\$225,000	(\$75,742)	134%
100-200-280-0000-5250	Fuel Dock Equipment & Supplies			\$1,000	\$1,000	0%
100-200-280-0000-5252	Underground Storage Tank Maintenance	\$1,969	\$8,530	\$5,000	(\$3,530)	171%
100-200-280-0000-5262	Insurance Premiums	\$165	\$1,485	\$4,000	\$2,515	37%
100-200-280-0000-5276	Permit Fees	\$0	\$3,930	\$3,900	(\$30)	101%
100-200-280-0000-5284	Credit Card Fees	\$849	\$7,694	\$8,000	\$306	96%
100-200-280-0000-5465	Software License & Application			\$1,000	\$1,000	0%
100-200-280-0000-5607	Fueling Equipment R&M	\$0	\$4,079	\$2,500	(\$1,579)	163%
100-200-280-0000-6100	Capitalized Equipment Xfer to 1100	\$0	\$21,840	\$22,000	\$160	99%
	<b>TOTAL FUEL SERVICES</b>	<b>\$31,862</b>	<b>\$646,303</b>	<b>\$491,444</b>	<b>(\$154,859)</b>	<b>132%</b>



Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>FACILITIES DEPARTMENT</b>						
	Salaries - Regular	\$74,440	\$674,458	\$894,550	\$220,092	75%
	Salaries - Overtime	\$3,033	\$19,864	\$33,500	\$13,636	59%
	Wages - Part Time/Temporary	\$960	\$38,303	\$44,000	\$5,697	87%
	Salaries - Comp. Time	\$0	\$0	\$3,950	\$3,950	0%
	Salaries - Vacation	\$10,201	\$10,905	\$4,500	(\$6,405)	242%
	Salaries - Holiday Pay	\$103	\$439	\$1,500	\$1,061	29%
	Salaries - Sick Pay	\$1,296	\$5,185	\$250	(\$4,935)	2074%
	Salaries - Call Back	\$515	\$4,536	\$3,000	(\$1,536)	151%
	Salaries - Call Ready	\$1,373	\$11,334	\$12,500	\$1,166	91%
	Unemployment Insurance (SUI)	\$1,671	\$2,097	\$12,321	\$10,224	17%
	FICA Medicare/Social Security	\$7,023	\$58,593	\$79,209	\$20,616	74%
	Workers' Compensation	\$3,411	\$25,569	\$53,235	\$27,666	48%
	CalPERS Employer Share	\$4,844	\$46,955	\$76,809	\$29,854	61%
	CalPERS Unfunded Accrued Liability	\$10,808	\$92,597	\$132,693	\$40,096	70%
	Health Insurance	\$501	\$172,336	\$241,021	\$68,685	72%
	Dental Insurance	\$1,188	\$11,821	\$17,723	\$5,902	67%
	Long Term Disability/Life/AD&D	\$278	\$2,350	\$3,785	\$1,435	62%
	Hazmat Supplies	\$0	\$1,848	\$10,500	\$8,652	18%
	Safety Supplies	\$1,950	\$13,658	\$15,375	\$1,717	89%
	Office Supplies	\$0	\$482	\$250	(\$232)	193%
	Janitorial Supplies	\$995	\$24,837	\$30,000	\$5,163	83%
	Supplies	\$786	\$9,453	\$19,000	\$9,547	50%
	Tools	\$70	\$10,573	\$17,500	\$6,927	60%
	Boat Fuel - Odd Job	\$0	\$63	\$500	\$437	13%
	Boat Fuel - Dredge Skiff	\$26	\$122	\$1,200	\$1,078	10%
	Boat Fuel - Twin Lakes	\$0	\$27,531	\$105,000	\$77,469	26%
	Boat Fuel - Dauntless	\$47	\$2,532	\$10,000	\$7,468	25%
	Vehicle & Equipment Fuel	\$1,067	\$14,143	\$20,750	\$6,607	68%
	Misc. Employee Training	\$0	\$2,005	\$23,500	\$21,495	9%
	Equipment Rental	\$206	\$6,601	\$37,000	\$30,399	18%
	Insurance Premiums	\$13,715	\$126,469	\$161,775	\$35,306	78%
	Memberships, Dues, Subscriptions	\$0	\$2,000	\$1,250	(\$750)	160%
	Meetings & Training	\$0	\$0	\$4,000	\$4,000	0%
	Books	\$0	\$0	\$100	\$100	0%
	Permit Fees	\$0	\$5,477	\$15,000	\$9,523	37%
	Miscellaneous Expenses	\$516	\$2,053	\$7,500	\$5,447	27%
	Uniform Cleaning/Laundry	\$553	\$7,894	\$14,300	\$6,406	55%
	Interest Expense	\$0	\$232,702	\$407,559	\$174,857	57%
	Gas & Electricity	\$21,848	\$181,747	\$230,000	\$48,253	79%
	Water, Sewer, Garbage	\$12,405	\$120,319	\$151,000	\$30,681	80%
	Hazmat Disposal	\$313	\$5,025	\$18,500	\$13,475	27%
	Landscaping	\$340	\$2,943	\$10,000	\$7,057	29%
	Custodial Contract	\$5,292	\$46,068	\$65,000	\$18,932	71%
	Freight	\$0	\$173	\$2,500	\$2,327	7%
	Legal Consultation	\$0	\$0	\$2,000	\$2,000	0%
	Contract Services	\$0	\$0	\$5,000	\$5,000	0%
	Engineering Services	\$0	\$0	\$8,000	\$8,000	0%
	Environmental Services	\$0	\$173	\$10,000	\$9,827	2%
	Dredge Consulting	\$0	\$0	\$15,000	\$15,000	0%
	Other Services	\$1,372	\$1,707	\$6,500	\$4,793	26%
	Mileage Reimbursement	\$0	\$0	\$2,200	\$2,200	0%
	Building Repairs & Maintenance	(\$2,092)	\$31,554	\$38,000	\$6,446	83%
	Piers & Marine Structures R&M	\$0	\$7,240	\$15,000	\$7,760	48%
	Maintenance Workboat R&M	\$0	\$2,136	\$1,000	(\$1,136)	214%
	Paint & Supplies	\$0	\$8,051	\$18,000	\$9,949	45%
	Signage	\$0	\$1,929	\$6,000	\$4,071	32%
	Parking Lot R&M	\$0	\$1,096	\$10,000	\$8,904	11%
	Street Maintenance	\$0	\$129	\$2,500	\$2,371	5%
	Storm Drain Maintenance	\$0	\$6,238	\$5,000	(\$1,238)	125%
	Street Light Maintenance	\$0	\$40	\$2,500	\$2,460	2%
	Vehicle Maintenance	\$1,182	\$4,947	\$19,500	\$14,553	25%
	Utility Maintenance	\$0	\$13,452	\$12,000	(\$1,452)	112%
	Other Repairs & Maintenance	\$123	\$5,591	\$5,000	(\$591)	112%
	Ice Machine R&M	\$0	\$9	\$3,500	\$3,491	0%
	Safety Equipment R&M	\$942	\$1,242	\$1,500	\$258	83%

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
	Permits & Inspections	\$0	\$0	\$2,500	\$2,500	0%
	Equipment/Equipment R&M	\$4,382	\$33,630	\$79,500	\$45,870	42%
	Maint/Lube Inner Harbor Dredge	\$0	\$3,932	\$20,000	\$16,068	20%
	Maint/Lube Twin Lakes	\$4,380	\$131,437	\$115,000	(\$16,437)	114%
	Maint/Lube Ancillary Equipment	\$849	\$56,444	\$65,000	\$8,556	87%
	Maint/Lube Dauntless	\$0	\$16,314	\$30,000	\$13,686	54%
	Dredge Paint/Coatings	\$0	\$17,550	\$17,500	(\$50)	100%
	Booster Pump R&M	\$0	\$0	\$10,000	\$10,000	0%
	Welding Supplies	\$0	\$10,121	\$14,000	\$3,879	72%
	Fish Removal Expenses	\$0	\$0	\$2,500	\$2,500	0%
	Waste Oil Disposal/Recycle	\$359	\$4,146	\$12,500	\$8,354	33%
	Capitalized Equip. Transfer to 1100	\$0	\$169,411	\$272,762	\$103,351	62%
	Principal Debt Payments	\$0	\$743,692	\$1,260,274	\$516,582	59%
	<b>TOTAL FACILITIES DEPARTMENT</b>	<b>\$193,270</b>	<b>\$2,383,168</b>	<b>\$3,550,305</b>	<b>\$1,167,137</b>	<b>67%</b>
<b>DOCKS, PIERS, MARINE STRUCTURES (310)</b>						
100-300-310-0000-5000	Salaries - Regular	\$14,172	\$78,445	\$65,775	(\$12,670)	119%
100-300-310-0000-5005	Salaries - Overtime			\$2,000	\$2,000	0%
100-300-310-0000-5010	Wages - Part Time/Temporary			\$4,000	\$4,000	0%
100-300-310-0000-5055	Unemployment Insurance (SUI)	\$303	\$303	\$750	\$447	40%
100-300-310-0000-5060	FICA Medicare/Social Security	\$1,058	\$5,917	\$7,830	\$1,913	76%
100-300-310-0000-5105	Workers' Compensation	\$189	\$1,420	\$2,956	\$1,536	48%
100-300-310-0000-5110	CalPERS Employer Share	\$424	\$4,105	\$8,547	\$4,442	48%
100-300-310-0000-5112	CalPERS Unfunded Liability	\$945	\$8,095	\$14,765	\$6,670	55%
100-300-310-0000-5115	Health Insurance	\$43	\$8,951	\$13,537	\$4,586	66%
100-300-310-0000-5120	Dental Insurance	\$66	\$656	\$984	\$328	67%
100-300-310-0000-5125	Long Term Disability/Life/AD&D	\$31	\$240	\$183	(\$57)	131%
100-300-310-0000-5212	Safety Supplies	\$500	\$705	\$1,000	\$295	70%
100-300-310-0000-5214	Office Supplies	\$0	\$482	\$250	(\$232)	193%
100-300-310-0000-5217	Supplies	\$408	\$408	\$1,000	\$592	41%
100-300-310-0000-5218	Tools	\$0	\$112	\$2,500	\$2,388	4%
100-300-310-0000-5230	Boat Fuel - Odd Job	\$0	\$63	\$500	\$437	13%
100-300-310-0000-5235	Vehicle & Equipment Fuel	\$0	\$2,850	\$2,500	(\$350)	114%
100-300-310-0000-5240	Miscellaneous Employee Training			\$5,000	\$5,000	0%
100-300-310-0000-5256	Equipment Rental			\$2,000	\$2,000	0%
100-300-310-0000-5262	Insurance Premiums	\$11,315	\$101,833	\$126,000	\$24,167	81%
100-300-310-0000-5268	Meetings & Training			\$1,000	\$1,000	0%
100-300-310-0000-5290	Miscellaneous Expenses	\$0	\$541	\$750	\$209	72%
100-300-310-0000-5292	Uniform Cleaning/Laundry	\$0	\$27	\$600	\$573	5%
100-300-310-0000-5430	Engineering Services			\$3,000	\$3,000	0%
100-300-310-0000-5500	Mileage Reimbursement			\$500	\$500	0%
100-300-310-0000-5605	Piers & Marine Structures R&M	\$0	\$7,240	\$15,000	\$7,760	48%
100-300-310-0000-5615	Maintenance Work Boat R&M	\$0	\$2,136	\$1,000	(\$1,136)	214%
100-300-310-0000-5620	Paint & Supplies	\$0	\$1,609	\$3,000	\$1,391	54%
100-300-310-0000-5625	Signage	\$0	\$346	\$1,000	\$654	35%
100-300-310-0000-5665	Vehicle Maintenance			\$3,000	\$3,000	0%
100-300-310-0000-5698	Equipment/Equipment R&M	\$0	\$5,085	\$4,500	(\$585)	113%
100-300-310-0000-5725	Welding Supplies	\$0	\$2,274	\$2,500	\$226	91%
	<b>TOTAL DOCKS, PIERS, MARINE STRUCTURES</b>	<b>\$29,454</b>	<b>\$233,845</b>	<b>\$297,927</b>	<b>\$64,082</b>	<b>78%</b>

Santa Cruz Port District  
Monthly Budget Report  
For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>UTILITIES (320)</b>						
100-300-320-0000-5000	Salaries - Regular	\$2,142	\$34,730	\$24,500	(\$10,230)	142%
100-300-320-0000-5005	Salaries - Overtime	\$0	\$379	\$1,000	\$621	38%
100-300-320-0000-5010	Wages - Part Time/Temporary			\$1,000	\$1,000	0%
100-300-320-0000-5055	Unemployment Insurance (SUI)	\$54	\$54	\$750	\$696	7%
100-300-320-0000-5060	FICA Medicare/Social Security	\$164	\$2,649	\$1,422	(\$1,227)	186%
100-300-320-0000-5105	Workers' Compensation	\$218	\$1,635	\$3,404	\$1,769	48%
100-300-320-0000-5110	CalPERS Employer Share	\$367	\$3,558	\$5,483	\$1,925	65%
100-300-320-0000-5112	CalPERS Unfunded Liability	\$819	\$7,016	\$9,473	\$2,457	74%
100-300-320-0000-5115	Health Insurance	\$0	\$10,533	\$14,785	\$4,252	71%
100-300-320-0000-5120	Dental Insurance	\$76	\$756	\$1,133	\$377	67%
100-300-320-0000-5125	Long Term Disability/Life/AD&D	\$20	\$165	\$243	\$78	68%
100-300-320-0000-5212	Safety Supplies	\$0	\$613	\$3,000	\$2,387	20%
100-300-320-0000-5217	Supplies	\$0	\$94	\$1,000	\$906	9%
100-300-320-0000-5240	Miscellaneous Employee Training			\$3,500	\$3,500	0%
100-300-320-0000-5290	Miscellaneous Expenses			\$250	\$250	0%
100-300-320-0000-5650	Storm Drain Maintenance	\$0	\$6,238	\$5,000	(\$1,238)	125%
100-300-320-0000-5665	Vehicle Maintenance	\$0	\$301	\$3,000	\$2,699	10%
100-300-320-0000-5670	Utility Maintenance	\$0	\$13,452	\$12,000	(\$1,452)	112%
100-300-320-0000-5698	Equipment/Equipment R&M	\$0	\$4,538	\$5,000	\$462	91%
<b>TOTAL UTILITIES</b>		<b>\$3,860</b>	<b>\$86,711</b>	<b>\$95,943</b>	<b>\$9,232</b>	<b>90%</b>
<b>BUILDINGS (330)</b>						
100-300-330-0000-5000	Salaries - Regular	\$5,026	\$34,643	\$62,127	\$27,484	56%
100-300-330-0000-5005	Salaries - Overtime	\$0	\$1,885	\$1,000	(\$885)	188%
100-300-330-0000-5010	Wages - Part Time/Temporary			\$5,000	\$5,000	0%
100-300-330-0000-5015	Salaries - Comp. Time			\$1,000	\$1,000	0%
100-300-330-0000-5020	Salaries - Vacation Pay	\$2,038	\$2,038	\$1,000	(\$1,038)	204%
100-300-330-0000-5025	Salaries - Holiday Pay	\$0	\$26		(\$26)	0%
100-300-330-0000-5040	Salaries - Call Back	\$0	\$1,143	\$500	(\$643)	229%
100-300-330-0000-5045	Salaries - Call Ready	\$343	\$5,136	\$5,000	(\$136)	103%
100-300-330-0000-5055	Unemployment Insurance (SUI)	\$136	\$136	\$896	\$760	15%
100-300-330-0000-5060	FICA Medicare/Social Security	\$612	\$3,417	\$5,728	\$2,311	60%
100-300-330-0000-5105	Workers' Compensation	\$218	\$1,635	\$3,404	\$1,769	48%
100-300-330-0000-5110	CalPERS Employer Share	\$324	\$3,140	\$7,059	\$3,919	44%
100-300-330-0000-5112	CalPERS Unfunded Liability	\$723	\$6,192	\$12,195	\$6,003	51%
100-300-330-0000-5115	Health Insurance	\$198	\$10,423	\$18,985	\$8,562	55%
100-300-330-0000-5120	Dental Insurance	\$76	\$756	\$1,133	\$377	67%
100-300-330-0000-5125	Long Term Disability/Life/AD&D	\$26	\$205	\$250	\$45	82%
100-300-330-0000-5212	Safety Supplies	\$0	\$1,394	\$2,000	\$606	70%
100-300-330-0000-5216	Janitorial Supplies	\$995	\$24,837	\$30,000	\$5,163	83%
100-300-330-0000-5217	Supplies	\$249	\$1,544	\$4,000	\$2,456	39%
100-300-330-0000-5218	Tools	\$0	\$905	\$2,500	\$1,595	36%
100-300-330-0000-5235	Vehicle & Equipment Fuel	\$292	\$2,184	\$2,750	\$566	79%
100-300-330-0000-5240	Miscellaneous Employee Training	\$0	\$77	\$2,500	\$2,423	3%
100-300-330-0000-5256	Equipment Rental			\$500	\$500	0%
100-300-330-0000-5262	Insurance Premiums	\$1,392	\$15,568	\$23,775	\$8,207	65%
100-300-330-0000-5266	Memberships, Dues, Subscriptions			\$250	\$250	0%
100-300-330-0000-5268	Meetings & Training			\$1,000	\$1,000	0%
100-300-330-0000-5290	Miscellaneous Expenses	\$0	\$152	\$1,000	\$848	15%
100-300-330-0000-5292	Uniform Cleaning/Laundry	\$91	\$1,542	\$3,200	\$1,658	48%
100-300-330-0000-5305	Water, Sewer & Garbage	\$4,473	\$42,821	\$61,000	\$18,179	70%
100-300-330-0000-5308	Hazmat Disposal	\$0	\$175	\$3,500	\$3,325	5%
100-300-330-0000-5412	Custodial Contract	\$5,292	\$46,068	\$65,000	\$18,932	71%
100-300-330-0000-5430	Engineering Services			\$5,000	\$5,000	0%
100-300-330-0000-5450	Other Services	\$1,372	\$1,437	\$1,500	\$63	96%
100-300-330-0000-5600	Building Repairs & Maintenance	(\$2,092)	\$31,554	\$38,000	\$6,446	83%
100-300-330-0000-5620	Paint & Supplies	\$0	\$285	\$5,000	\$4,715	6%
100-300-330-0000-5625	Signage	\$0	\$50	\$1,000	\$950	5%
100-300-330-0000-5645	Street Maintenance			\$4,000	\$4,000	0%
100-300-330-0000-5660	Street Light Maintenance	\$0	\$40	\$2,500	\$2,460	2%
100-300-330-0000-5665	Vehicle Maintenance	\$0	\$531	\$3,500	\$2,969	15%
100-300-330-0000-5698	Equipment/Equipment R&M	\$221	\$2,185	\$5,000	\$2,815	44%
100-300-330-0000-5725	Welding Supplies	\$0	\$34	\$1,500	\$1,466	2%
<b>TOTAL BUILDINGS</b>		<b>\$22,004</b>	<b>\$244,157</b>	<b>\$395,252</b>	<b>\$151,095</b>	<b>62%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>GROUNDS (340)</b>						
100-300-340-0000-5000	Salaries - Regular	\$11,012	\$135,307	\$187,659	\$52,352	72%
100-300-340-0000-5005	Salaries - Overtime	\$217	\$6,459	\$4,500	(\$1,959)	144%
100-300-340-0000-5010	Wages - Part Time/Temporary	\$960	\$8,618	\$14,000	\$5,383	62%
100-300-340-0000-5015	Salaries - Comp. Time			\$450	\$450	0%
100-300-340-0000-5020	Salaries - Vacation Pay	\$5,909	\$5,909	\$1,500	(\$4,409)	394%
100-300-340-0000-5025	Salaries - Holiday Pay	\$103	\$413		(\$413)	0%
100-300-340-0000-5030	Salaries - Sick Pay	\$721	\$3,555	\$250	(\$3,305)	1422%
100-300-340-0000-5040	Salaries - Call Back	\$515	\$3,290	\$2,500	(\$790)	132%
100-300-340-0000-5045	Salaries - Call Ready	\$1,030	\$6,199	\$7,500	\$1,301	83%
100-300-340-0000-5055	Unemployment Insurance (SUI)	\$334	\$474	\$1,800	\$1,326	26%
100-300-340-0000-5060	FICA Medicare/Social Security	\$1,566	\$12,973	\$15,477	\$2,504	84%
100-300-340-0000-5105	Workers' Compensation	\$936	\$7,015	\$14,605	\$7,590	48%
100-300-340-0000-5110	CalPERS Employer Share	\$1,233	\$11,955	\$18,425	\$6,470	65%
100-300-340-0000-5112	CalPERS Unfunded Liability	\$2,752	\$23,575	\$31,831	\$8,256	74%
100-300-340-0000-5115	Health Insurance	\$8	\$47,087	\$63,438	\$16,351	74%
100-300-340-0000-5120	Dental Insurance	\$326	\$3,243	\$4,863	\$1,620	67%
100-300-340-0000-5125	Long Term Disability/Life/AD&D	\$67	\$577	\$1,000	\$423	58%
100-300-340-0000-5210	Hazmat Supplies	\$0	\$1,848	\$7,500	\$5,652	25%
100-300-340-0000-5212	Safety Supplies	\$0	\$3,040	\$3,000	(\$40)	101%
100-300-340-0000-5217	Supplies	\$97	\$2,446	\$4,000	\$1,554	61%
100-300-340-0000-5218	Tools	\$0	\$2,227	\$2,500	\$273	89%
100-300-340-0000-5235	Vehicle & Equipment Fuel	\$338	\$4,237	\$4,500	\$263	94%
100-300-340-0000-5240	Miscellaneous Employee Training	\$0	\$1,252	\$2,500	\$1,248	50%
100-300-340-0000-5256	Equipment Rental	\$206	\$1,895	\$3,000	\$1,105	63%
100-300-340-0000-5266	Memberships, Dues, Subscriptions	\$0	\$40	\$500	\$460	8%
100-300-340-0000-5276	Permit Fees	\$0	\$483	\$2,500	\$2,017	19%
100-300-340-0000-5292	Uniform Cleaning/Laundry	\$136	\$2,286	\$4,000	\$1,714	57%
100-300-340-0000-5300	Gas & Electricity	\$20,100	\$167,207	\$210,000	\$42,793	80%
100-300-340-0000-5305	Water, Sewer & Garbage	\$7,932	\$77,498	\$90,000	\$12,502	86%
100-300-340-0000-5308	Hazmat Disposal	\$313	\$2,796	\$10,000	\$7,204	28%
100-300-340-0000-5405	Landscaping	\$340	\$2,943	\$10,000	\$7,057	29%
100-300-340-0000-5425	Contract Services			\$5,000	\$5,000	0%
100-300-340-0000-5500	Mileage Reimbursement			\$500	\$500	0%
100-300-340-0000-5620	Paint & Supplies	\$0	\$486	\$5,000	\$4,514	10%
100-300-340-0000-5625	Signage	\$0	\$1,534	\$4,000	\$2,466	38%
100-300-340-0000-5630	Parking Lot R&M	\$0	\$1,096	\$10,000	\$8,904	11%
100-300-340-0000-5645	Street Maintenance	\$0	\$129	\$2,500	\$2,371	5%
100-300-340-0000-5665	Vehicle Maintenance	\$0	\$682	\$5,000	\$4,318	14%
100-300-340-0000-5672	Other Repairs & Maintenance	\$0	\$2,388	\$3,500	\$1,112	68%
100-300-340-0000-5696	Permits & Inspections			\$2,500	\$2,500	0%
100-300-340-0000-5698	Equipment/Equipment R&M	\$13	\$7,345	\$10,000	\$2,655	73%
100-300-340-0000-5800	Fish Removal Expenses			\$2,500	\$2,500	0%
100-300-340-0000-5805	Waste Oil Disposal/Recycle	\$359	\$4,146	\$12,500	\$8,354	33%
<b>TOTAL GROUNDS</b>		<b>\$57,522</b>	<b>\$564,655</b>	<b>\$786,798</b>	<b>\$222,143</b>	<b>72%</b>
<b>AERATION (350)</b>						
100-300-350-0000-5000	Salaries - Regular	\$1,689	\$11,064	\$12,692	\$1,628	87%
100-300-350-0000-5040	Salaries - Call Back	\$0	\$103		(\$103)	0%
100-300-350-0000-5055	Unemployment Insurance (SUI)	\$14	\$14	\$250	\$236	5%
100-300-350-0000-5060	FICA Medicare/Social Security	\$129	\$850	\$1,471	\$621	58%
100-300-350-0000-5105	Workers' Compensation	\$56	\$420	\$874	\$454	48%
100-300-350-0000-5110	CalPERS Employer Share	\$169	\$1,642	\$2,531	\$889	65%
100-300-350-0000-5112	CalPERS Unfunded Liability	\$378	\$3,238	\$4,372	\$1,134	74%
100-300-350-0000-5115	Health Insurance	\$0	\$2,778	\$3,796	\$1,018	73%
100-300-350-0000-5120	Dental Insurance	\$20	\$194	\$291	\$97	67%
100-300-350-0000-5125	Long Term Disability/Life/AD&D	\$9	\$71	\$63	(\$8)	113%
100-300-350-0000-5217	Supplies	\$0	\$70	\$1,000	\$930	7%
100-300-350-0000-5300	Gas & Electricity	\$1,748	\$14,540	\$20,000	\$5,460	73%
100-300-350-0000-5698	Equipment/Equip. R&M	\$0	\$3,476	\$10,000	\$6,524	35%
<b>TOTAL AERATION</b>		<b>\$4,212</b>	<b>\$38,460</b>	<b>\$57,340</b>	<b>\$18,880</b>	<b>67%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>FISHERY SUPPORT (360)</b>						
100-300-360-0000-5000	Salaries - Regular	\$707	\$4,283	\$9,775	\$5,492	44%
100-300-360-0000-5055	Unemployment Insurance (SUI)	\$8	\$8		(\$8)	0%
100-300-360-0000-5060	FICA Medicare/Social Security	\$54	\$310	\$290	(\$20)	107%
100-300-360-0000-5105	Workers' Compensation	\$11	\$83	\$173	\$90	48%
100-300-360-0000-5110	CalPERS Employer Share	\$43	\$418	\$644	\$226	65%
100-300-360-0000-5112	CalPERS Unfunded Liability	\$96	\$824	\$1,112	\$288	74%
100-300-360-0000-5115	Health Insurance	\$0	\$558	\$749	\$191	75%
100-300-360-0000-5120	Dental Insurance	\$4	\$38	\$57	\$19	67%
100-300-360-0000-5125	Long Term Disability/Life/AD&D	\$2	\$18	\$22	\$4	81%
100-300-360-0000-5675	Ice Equipment R&M	\$0	\$9	\$3,500	\$3,491	0%
	<b>TOTAL FISHERY SUPPORT</b>	<b>\$926</b>	<b>\$6,548</b>	<b>\$16,322</b>	<b>\$9,774</b>	<b>40%</b>
<b>CAPITAL PROJECTS (390)</b>						
100-300-390-0000-5000	Salaries - Regular	\$0	\$51	\$4,785	\$4,734	1%
100-300-390-0000-5055	Unemployment Insurance (SUI)			\$75	\$75	0%
100-300-390-0000-5060	FICA Medicare/Social Security	\$0	\$4	\$178	\$174	2%
100-300-390-0000-5276	Permit Fees			\$2,500	\$2,500	0%
100-300-390-0000-5290	Miscellaneous Expenses			\$500	\$500	0%
100-300-390-0000-5298	Interest Expense	\$0	\$232,702	\$407,559	\$174,857	57%
100-300-390-0000-5416	Legal Consultation			\$2,000	\$2,000	0%
100-300-390-0000-5500	Mileage Reimbursement			\$200	\$200	0%
100-300-390-0000-6200	Principal Debt Payments	\$0	\$743,692	\$1,260,274	\$516,582	59%
	<b>TOTAL CAPITAL PROJECTS</b>	<b>\$0</b>	<b>\$232,757</b>	<b>\$417,797</b>	<b>\$185,040</b>	<b>56%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>DREDGING OPERATIONS (400)</b>						
100-300-400-0000-5000	Salaries - Regular	\$39,693	\$375,935	\$527,237	\$151,302	71%
100-300-400-0000-5005	Salaries - Overtime	\$2,816	\$11,141	\$25,000	\$13,859	45%
100-300-400-0000-5010	Wages - Part Time/Temporary	\$0	\$29,685	\$20,000	(\$9,685)	148%
100-300-400-0000-5015	Salaries - Comp. Time			\$2,500	\$2,500	0%
100-300-400-0000-5020	Salaries - Vacation Pay	\$2,254	\$2,957	\$2,000	(\$957)	148%
100-300-400-0000-5025	Salaries - Holiday Pay			\$1,500	\$1,500	0%
100-300-400-0000-5030	Salaries - Sick Pay	\$575	\$1,630		(\$1,630)	0%
100-300-400-0000-5055	Unemployment Insurance (SUI)	\$821	\$1,108	\$7,800	\$6,692	14%
100-300-400-0000-5060	FICA Medicare/Social Security	\$3,440	\$32,472	\$46,813	\$14,341	69%
100-300-400-0000-5105	Workers' Compensation	\$1,782	\$13,362	\$27,819	\$14,457	48%
100-300-400-0000-5110	CalPERS Employer Share	\$2,284	\$22,138	\$34,120	\$11,982	65%
100-300-400-0000-5112	CalPERS Unfunded Liability	\$5,096	\$43,657	\$58,945	\$15,288	74%
100-300-400-0000-5115	Health Insurance	\$251	\$92,006	\$125,731	\$33,725	73%
100-300-400-0000-5120	Dental Insurance	\$621	\$6,178	\$9,262	\$3,084	67%
100-300-400-0000-5125	Long Term Disability/Life/AD&D	\$124	\$1,074	\$2,024	\$950	53%
100-300-400-0000-5210	Hazmat Supplies			\$3,000	\$3,000	0%
100-300-400-0000-5212	Safety Supplies	\$1,450	\$7,905	\$6,375	(\$1,530)	124%
100-300-400-0000-5217	Supplies	\$32	\$4,892	\$8,000	\$3,108	61%
100-300-400-0000-5218	Tools	\$70	\$7,329	\$10,000	\$2,671	73%
100-300-400-0000-5232	Boat Fuel - Dredge Skiff	\$26	\$122	\$1,200	\$1,078	10%
100-300-400-0000-5233	Boat Fuel - Twin Lakes	\$0	\$27,531	\$105,000	\$77,469	26%
100-300-400-0000-5234	Boat Fuel - Dauntless	\$47	\$2,532	\$10,000	\$7,468	25%
100-300-400-0000-5235	Vehicle & Equipment Fuel	\$437	\$4,871	\$11,000	\$6,129	44%
100-300-400-0000-5240	Miscellaneous Employee Training	\$0	\$676	\$10,000	\$9,324	7%
100-300-400-0000-5256	Equipment Rental	\$0	\$4,706	\$32,000	\$27,294	15%
100-300-400-0000-5262	Insurance Premiums	\$1,007	\$9,067	\$12,000	\$2,933	76%
100-300-400-0000-5266	Memberships, Dues, Subscriptions	\$0	\$1,960	\$500	(\$1,460)	392%
100-300-400-0000-5268	Meetings & Training			\$2,000	\$2,000	0%
100-300-400-0000-5270	Books			\$100	\$100	0%
100-300-400-0000-5276	Permit Fees	\$0	\$4,994	\$10,000	\$5,006	50%
100-300-400-0000-5290	Miscellaneous Expenses	\$516	\$1,359	\$5,000	\$3,641	27%
100-300-400-0000-5292	Uniform Cleaning/Laundry	\$326	\$4,039	\$6,500	\$2,461	62%
100-300-400-0000-5308	Hazmat Disposal	\$0	\$2,054	\$5,000	\$2,946	41%
100-300-400-0000-5418	Freight	\$0	\$173	\$2,500	\$2,327	7%
100-300-400-0000-5440	Environmental Services	\$0	\$173	\$10,000	\$9,827	2%
100-300-400-0000-5445	Dredge Consulting			\$15,000	\$15,000	0%
100-300-400-0000-5450	Other Services	\$0	\$270	\$5,000	\$4,730	5%
100-300-400-0000-5500	Mileage Reimbursement			\$1,000	\$1,000	0%
100-300-400-0000-5620	Paint & Supplies	\$0	\$5,670	\$5,000	(\$670)	113%
100-300-400-0000-5665	Vehicle Maintenance	\$1,182	\$3,434	\$5,000	\$1,566	69%
100-300-400-0000-5672	Other Repairs & Maintenance	\$123	\$3,202	\$1,500	(\$1,702)	213%
100-300-400-0000-5685	Safety Equipment R&M	\$942	\$1,242	\$1,500	\$258	83%
100-300-400-0000-5698	Equipment/Equipment R&M	\$4,148	\$11,000	\$45,000	\$34,000	24%
100-300-400-0000-5700	Maint/Lube Inner Harbor Dredge	\$0	\$3,932	\$20,000	\$16,068	20%
100-300-400-0000-5705	Maint/Lube Dredge Twin Lakes	\$4,380	\$131,437	\$115,000	(\$16,437)	114%
100-300-400-0000-5707	Maint/Lube - Ancilliary Equipment	\$849	\$56,444	\$65,000	\$8,556	87%
100-300-400-0000-5710	Maint/Lube Dredge Workboat Dauntless	\$0	\$16,314	\$30,000	\$13,686	54%
100-300-400-0000-5715	Dredge Paint/Coatings	\$0	\$17,550	\$17,500	(\$50)	100%
100-300-400-0000-5720	Booster Pump R&M			\$10,000	\$10,000	0%
100-300-400-0000-5725	Welding Supplies	\$0	\$7,813	\$10,000	\$2,187	78%
100-300-400-0000-6105	Capitalized Equip Xfer to 1100	\$0	\$169,411	\$272,762	\$103,351	62%
<b>TOTAL DREDGING OPERATIONS</b>		<b>\$75,291</b>	<b>\$976,035</b>	<b>\$1,487,426</b>	<b>\$511,391</b>	<b>66%</b>

Santa Cruz Port District  
 Monthly Budget Report  
 For the Nine Months Ending Friday, December 31, 2021

Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>BOATYARD OPERATIONS (500)</b>						
100-500-500-0000-5000	Salaries - Regular	\$9,215	\$75,665	\$127,575	\$51,910	59%
100-500-500-0000-5005	Salaries - Overtime	\$141	\$2,541	\$1,000	(\$1,541)	254%
100-500-500-0000-5010	Wages - Part Time/Temp.	\$900	\$14,658	\$10,000	(\$4,658)	147%
100-500-500-0000-5015	Salaries - Comp. Time	\$0	\$49	\$300	\$251	16%
100-500-500-0000-5020	Salaries - Vacation Pay	\$0	\$2,520		(\$2,520)	0%
100-500-500-0000-5025	Salaries - Holiday Pay	\$0	\$103		(\$103)	0%
100-500-500-0000-5040	Call Back	\$0	\$81	\$500	\$419	16%
100-500-500-0000-5055	Unemployment Insurance (SUI)	\$211	\$775	\$1,250	\$475	62%
100-500-500-0000-5060	FICA Medicare/Social Security	\$774	\$7,206	\$12,172	\$4,966	59%
100-500-500-0000-5105	Workers' Compensation	\$669	\$5,015	\$10,442	\$5,427	48%
100-500-500-0000-5110	CalPERS Employer Share	\$538	\$5,214	\$8,036	\$2,822	65%
100-500-500-0000-5112	CalPERS Unfunded Liability	\$1,200	\$10,282	\$13,883	\$3,601	74%
100-500-500-0000-5115	Health Insurance	(\$141)	\$32,815	\$46,756	\$13,941	70%
100-500-500-0000-5120	Dental Insurance	\$233	\$2,319	\$3,477	\$1,158	67%
100-500-500-0000-5125	Long Term Disability/Life/AD&D	\$29	\$281	\$745	\$464	38%
100-500-500-0000-5204	Advertising			\$525	\$525	0%
100-500-500-0000-5210	Hazmat Supplies			\$500	\$500	0%
100-500-500-0000-5212	Safety Supplies	\$0	\$76	\$500	\$424	15%
100-500-500-0000-5217	Supplies	\$0	\$1,794	\$2,500	\$706	72%
100-500-500-0000-5218	Tools	\$0	\$970	\$1,000	\$30	97%
100-500-500-0000-5235	Fuel - Travelift	\$111	\$1,506	\$1,500	(\$6)	100%
100-500-500-0000-5240	Miscellaneous Employee Training	\$0	\$955	\$1,200	\$245	80%
100-500-500-0000-5256	Equipment Rental			\$1,000	\$1,000	0%
100-500-500-0000-5262	Insurance Premiums	\$540	\$4,860	\$4,425	(\$435)	110%
100-500-500-0000-5276	Permit Fees	\$0	\$882	\$2,500	\$1,618	35%
100-500-500-0000-5284	Credit Card Fees	\$506	\$5,193	\$5,300	\$107	98%
100-500-500-0000-5290	Misc. Expenses	\$0	\$280	\$1,500	\$1,220	19%
100-500-500-0000-5292	Uniforms	\$0	\$571	\$600	\$29	95%
100-500-500-0000-5300	Gas & Electricity	\$0	\$9,260	\$16,250	\$6,990	57%
100-500-500-0000-5305	Water, Sewer, Garbage	\$733	\$8,068	\$13,000	\$4,932	62%
100-500-500-0000-5308	Hazmat Disposal	\$0	\$1,880	\$4,000	\$2,120	47%
100-500-500-0000-5310	Telephone & Alarms	\$84	\$432	\$2,000	\$1,568	22%
100-500-500-0000-5425	Contract Services	\$0	\$266	\$500	\$234	53%
100-500-500-0000-5430	Engineering Services			\$500	\$500	0%
100-500-500-0000-5450	Other Services	\$0	\$651	\$3,500	\$2,850	19%
100-500-500-0000-5465	Software License & Application			\$500	\$500	0%
100-500-500-0000-5500	Mileage Reimbursement	\$0	\$88	\$200	\$112	44%
100-500-500-0000-5625	Signage	\$0	\$119	\$250	\$131	47%
100-500-500-0000-5694	Office Equipment			\$250	\$250	0%
100-500-500-0000-5698	Equipment R&M	\$0	\$15,789	\$6,500	(\$9,289)	243%
100-500-500-0000-7000	Filtration System R&M	\$0	\$6,492	\$4,000	(\$2,492)	162%
100-500-500-0000-7005	Filtration System Supplies	\$0	\$3,026	\$4,000	\$974	76%
100-500-500-0000-7020	Cost of Goods Sold	\$1,674	\$10,507	\$10,000	(\$507)	105%
100-500-500-0000-6100	Capital Outlay	\$1,082	\$30,044		(\$30,044)	0%
<b>TOTAL BOATYARD OPERATIONS</b>		<b>\$17,418</b>	<b>\$233,188</b>	<b>\$324,636</b>	<b>\$91,448</b>	<b>72%</b>

Santa Cruz Port District  
Monthly Budget Report  
For the Nine Months Ending Friday, December 31, 2021

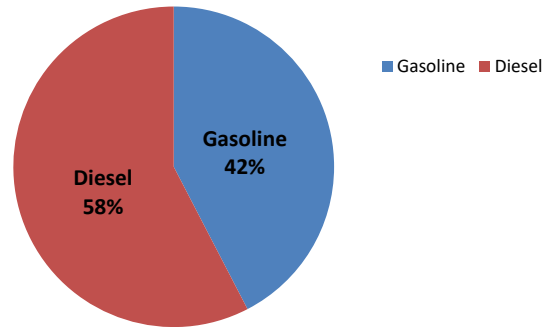
Account	Description	MTD	YTD	FY22 BUDGET	REMAINING	% BUDGET
<b>CAPITAL IMPROVEMENT PROGRAM (900)</b>						
100-900-900-F004-5000	Sewer Lift Station Upgrade Labor	\$0	\$1,736		(\$1,736)	0%
100-900-900-F004-6300	Sewer Lift Station Upgrade Budget	\$10,001	\$10,001		(\$10,001)	0%
100-900-900-F006-5000	Pavement Repairs Labor	\$0	\$975		(\$975)	0%
100-900-900-F006-6300	Pavement Repairs Budget	\$0	\$199,034	\$126,688	(\$72,346)	157%
100-900-900-F008-5000	Dock Upgrades Labor	\$0	\$9,228		(\$9,228)	0%
100-900-900-F008-5430	Dock Upgrades Engineering	\$0	\$11,327		(\$11,327)	0%
100-900-900-F008-6300	Dock Upgrades Budget	\$0	\$8,105	\$35,000	\$26,895	23%
100-900-900-F009-5000	Pier Rehabilitation Labor	\$0	\$188		(\$188)	0%
100-900-900-F009-5430	Pier Rehabilitation Engineering	\$0	\$16,125		(\$16,125)	0%
100-900-900-F009-6300	Pier Rehabilitation Budget			\$20,000	\$20,000	0%
100-900-900-F011-5000	Building Restoration Labor	\$0	\$107		(\$107)	0%
100-900-900-F011-6300	Building Restoration Budget	\$0	\$10,500	\$126,605	\$116,105	8%
100-900-900-F012-6300	Restroom Building Rehab Budget			\$156,707	\$156,707	0%
100-900-900-F021-5000	7th & Brommer Labor	\$0	\$1,351		(\$1,351)	0%
100-900-900-F021-5430	7th & Brommer Engineering	\$0	\$29,364		(\$29,364)	0%
100-900-900-F021-6300	7th & Brommer Budget	\$7,328	\$16,745		(\$16,745)	0%
100-900-900-F024-5000	Murray St. Bridge Labor	\$164	\$8,044		(\$8,044)	0%
100-900-900-F024-6300	Murray St. Bridge Expenses	\$0	\$25,301		(\$25,301)	0%
100-900-900-F028-5000	Parking Upgrades	\$0	\$38		(\$38)	0%
100-900-900-F028-6300	Parking Upgrades	\$0	\$4,038	\$20,000	\$15,963	20%
100-900-900-F033-6300	Patrol Boat Budget	\$0	\$14,700		(\$14,700)	0%
100-900-900-F040-6300	Water Taxi Replacement Expenses	\$0	\$5,895		(\$5,895)	0%
100-900-900-F041-6300	Maint Work Boat Replacement Expenses	\$0	\$24,758		(\$24,758)	0%
100-900-900-F042-5430	Embankment Assessment Engineering	\$0	\$8,726		(\$8,726)	0%
100-900-900-F042-6300	Embankment Assessment Expenses			\$15,000	\$15,000	0%
100-900-900-H001-5000	Harbor Security Labor	\$0	\$370		(\$370)	0%
<b>TOTAL CAPITAL IMPROVEMENT PROGRAM</b>		<b>\$17,493</b>	<b>\$406,658</b>	<b>\$500,000</b>	<b>\$93,342</b>	<b>81%</b>
<b>DEPRECIATION</b>						
000-000-000-0000-6003	Depreciation - Docks	\$59,581	\$536,231		(\$536,231)	0%
000-000-000-0000-6005	Depreciation - Structures & Improvements	\$52,666	\$473,994		(\$473,994)	0%
000-000-000-0000-6027	Depreciation - Office Equipment	\$1,859	\$16,727		(\$16,727)	0%
000-000-000-0000-6030	Depreciation - Equipment	\$23,313	\$209,814		(\$209,814)	0%
000-000-000-0000-6040	Depreciation - Boatyard Sweeper	\$333	\$2,997		(\$2,997)	0%
000-000-000-0000-6045	Depreciation - Travelift	\$2,250	\$20,250		(\$20,250)	0%
<b>TOTAL DEPRECIATION</b>		<b>\$140,002</b>	<b>\$1,260,014</b>	<b>\$0</b>	<b>(\$1,260,014)</b>	<b>0%</b>



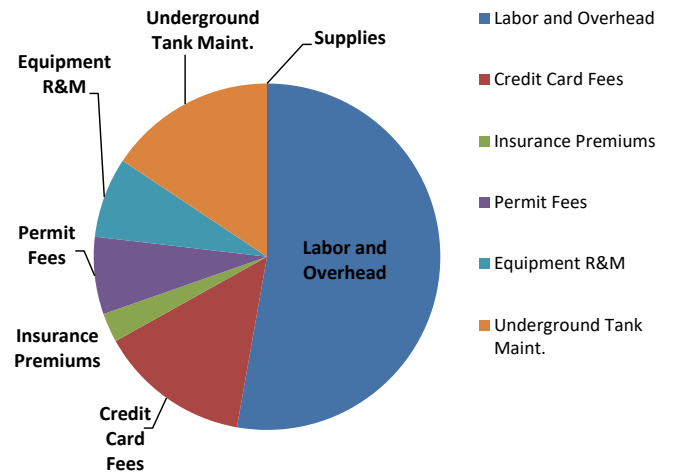
**Santa Cruz Port District  
Quarterly Fuel Dock Report  
For the Three Months Ended December 31, 2021**

	FY 2022		% of Budget
	QTD Oct - Dec	YTD Apr - Dec	
<b>Fuel Dock Revenue</b>			
Gasoline	\$129,987	\$332,936	126%
Diesel	\$231,778	\$452,469	113%
<b>Total Revenue</b>	<b>\$361,764</b>	<b>\$785,405</b>	<b>118%</b>
<b>Cost of Sales</b>			
Gasoline	\$109,301	\$291,099	149%
Diesel	\$150,726	\$300,742	134%
<b>Total Cost of Sales</b>	<b>\$260,027</b>	<b>\$591,842</b>	<b>141%</b>
<b>Gross Profit</b>	<b>\$101,737</b>	<b>\$193,563</b>	
<b>Operating Expenses</b>			
Labor and Overhead	\$10,723	\$28,743	64%
Credit Card Fees	\$2,476	\$7,694	96%
Insurance Premiums	\$495	\$1,485	37%
Permit Fees	\$0	\$3,930	101%
Equipment R&M	\$0	\$4,079	163%
Underground Tank Maint.	\$5,023	\$8,530	171%
Supplies	\$0	\$0	0%
<b>Total Operating Expenses</b>	<b>\$18,717</b>	<b>\$54,461</b>	<b>76%</b>
<b>Net Profit / (Loss)</b>	<b>\$83,020</b>	<b>\$139,102</b>	
<b>Profit Margin</b>	<b>23%</b>	<b>18%</b>	

**Fuel Dock Revenue**

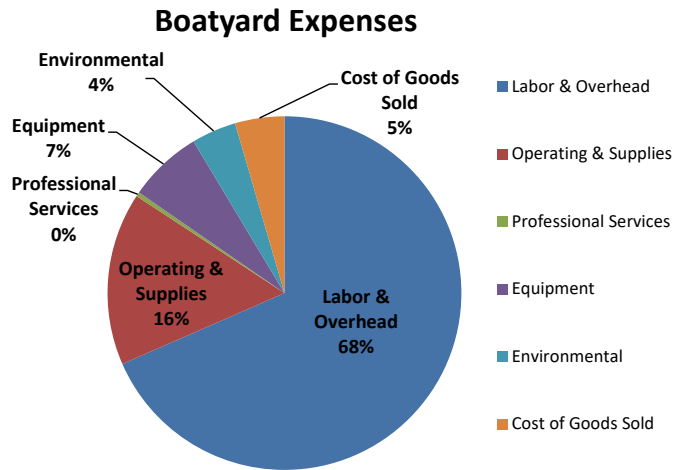
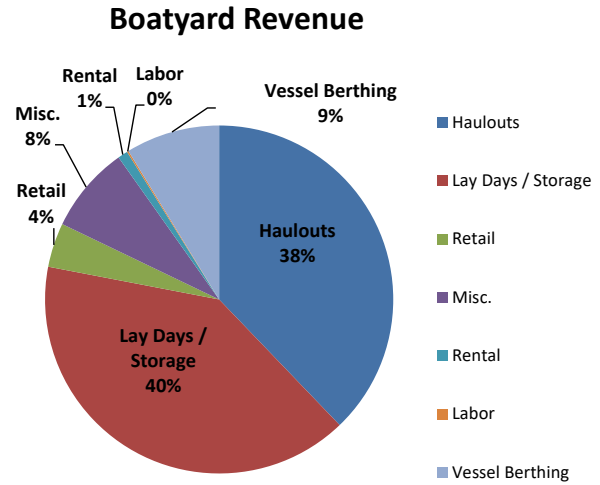


**Fuel Dock Expenses**



**Santa Cruz Port District  
Quarterly Boatyard Report  
For the Three Months Ended December 31, 2021**

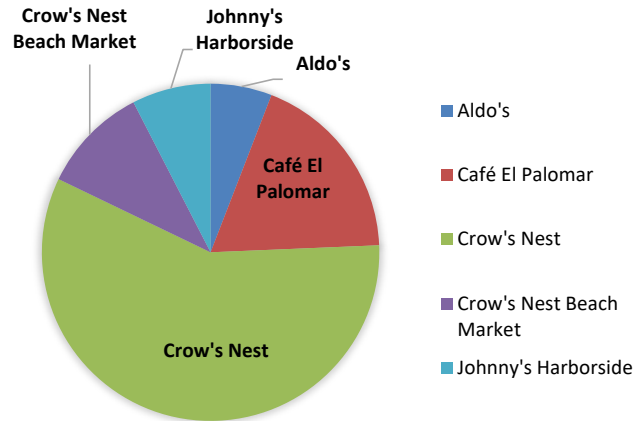
	QTD Oct - Dec	YTD Apr - Dec	% of Budget
<b>Boatyard Revenue</b>			
Haulouts	\$50,352	\$126,273	101%
Lay Days / Storage	\$47,629	\$134,135	117%
Retail	\$4,156	\$13,730	131%
Misc.	\$9,037	\$26,920	90%
Rental	\$1,160	\$3,100	124%
Labor	\$0	\$488	49%
Vessel Berthing	\$8,048	\$29,127	97%
<b>Total Revenue</b>	<b>\$120,382</b>	<b>\$333,772</b>	<b>106%</b>
<b>Boatyard Expenses</b>			
Labor & Overhead	\$55,049	\$159,523	68%
Operating & Supplies	\$14,701	\$36,845	63%
Professional Services	\$294	\$917	20%
Equipment	\$8,476	\$15,789	234%
Environmental	\$1,702	\$9,519	119%
Cost of Goods Sold	\$5,004	\$10,507	105%
<b>Total Operating Expenses</b>	<b>\$85,226</b>	<b>\$233,100</b>	<b>72%</b>
<b>Net Profit / (Loss)</b>	<b>\$35,156</b>	<b>\$100,672</b>	



**Santa Cruz Port District  
Quarterly Concession Rent Report  
For the Three Months Ended December 31, 2021**

	FY 2022	
	QTD Oct - Dec	YTD Apr - Dec
<b>Base Rent</b>		
Aldo's	5,736	17,208
Café El Palomar	42,021	126,063
Crow's Nest	-	-
Crow's Nest Beach Market	18,219	54,657
Johnny's Harborside	22,827	63,711
<b>Total Base Rent</b>	<b>\$ 88,803</b>	<b>\$ 261,639</b>
<b>% Rent</b>		
Aldo's	5,727	32,366
Café El Palomar	2,313	29,492
Crow's Nest	158,380	487,286
Crow's Nest Beach Market	7,335	32,125
Johnny's Harborside	-	-
<b>Total % Rent</b>	<b>\$173,755</b>	<b>\$581,270</b>
<b>Total Rent</b>		
Aldo's	\$11,463	\$49,574
Café El Palomar	\$44,334	\$155,555
Crow's Nest	\$158,380	\$487,286
Crow's Nest Beach Market	\$25,554	\$86,782
Johnny's Harborside	\$22,827	\$63,711
<b>Total Rent</b>	<b>\$262,558</b>	<b>\$842,909</b>

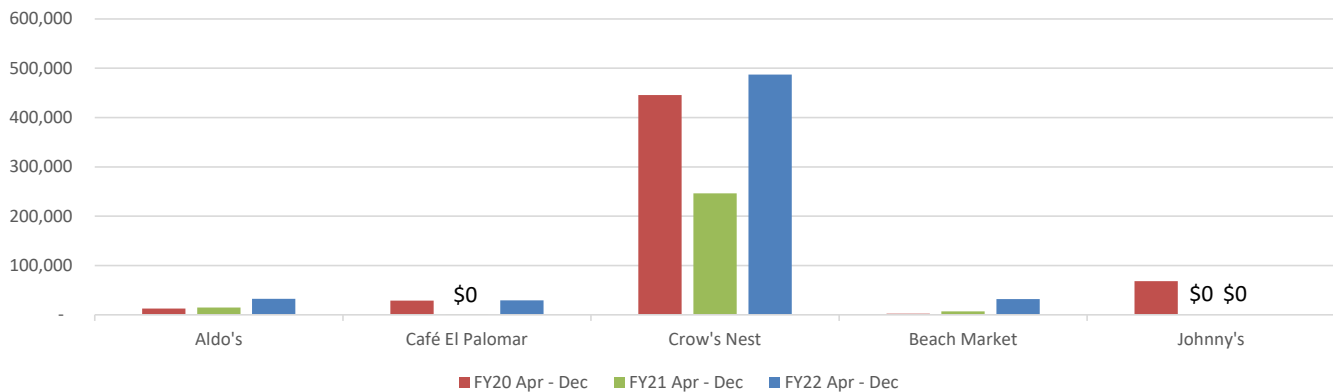
**TOTAL CONCESSION RENT YTD**



**YTD 3-Year Concession % Rent**

Tenant	FY20 Apr - Dec	FY21 Apr - Dec	FY22 Apr - Dec
Aldo's	12,944	14,943	32,366
Café El Palomar	28,751	1,224	29,492
Crow's Nest	445,649	246,231	487,286
Beach Market	2,123	7,008	32,125
Johnny's	68,028	-	-

**PERCENTAGE RENT YTD**



California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

January 07, 2022

[LAIF Home](#)  
[PMIA Average](#)  
[Monthly Yields](#)

SANTA CRUZ PORT DISTRICT

PORT DIRECTOR  
 135 5TH AVENUE  
 SANTA CRUZ, CA 95062

[Tran Type Definitions](#)

December 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/27/2021	12/27/2021	RD	1692626	N/A	HOLLAND MAC LAURIE	400,000.00

**Account Summary**

Total Deposit:	400,000.00	Beginning Balance:	11,038,282.25
Total Withdrawal:	0.00	Ending Balance:	11,438,282.25



# PMIA/LAIF Performance Report as of 01/13/22



## PMIA Average Monthly Effective Yields<sup>(1)</sup>

Dec	<b>0.212</b>
Nov	0.203
Oct	0.203

## Quarterly Performance Quarter Ended 12/31/21

LAIF Apportionment Rate <sup>(2)</sup> :	0.23
LAIF Earnings Ratio <sup>(2)</sup> :	0.00000625812849570
LAIF Fair Value Factor <sup>(1)</sup> :	0.997439120
PMIA Daily <sup>(1)</sup> :	0.22%
PMIA Quarter to Date <sup>(1)</sup> :	0.21%
PMIA Average Life <sup>(1)</sup> :	340

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 12/31/21 \$181.4 billion

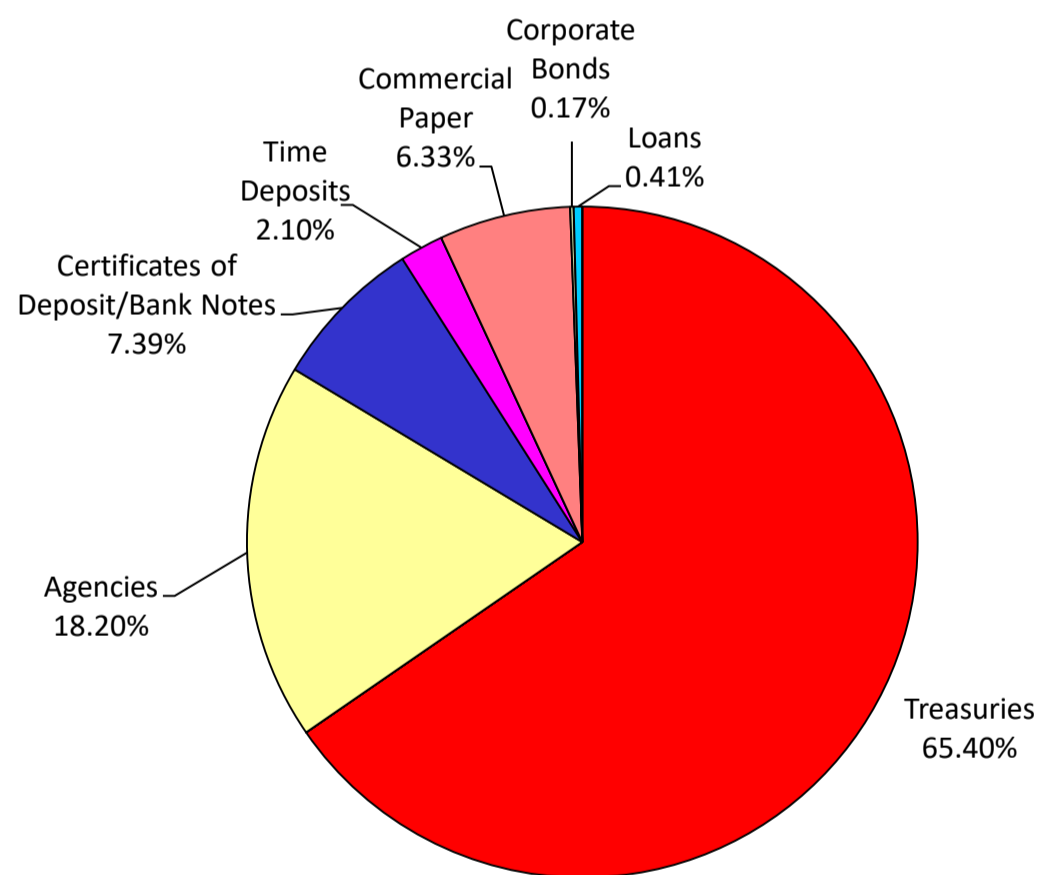


Chart does not include \$6,716,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

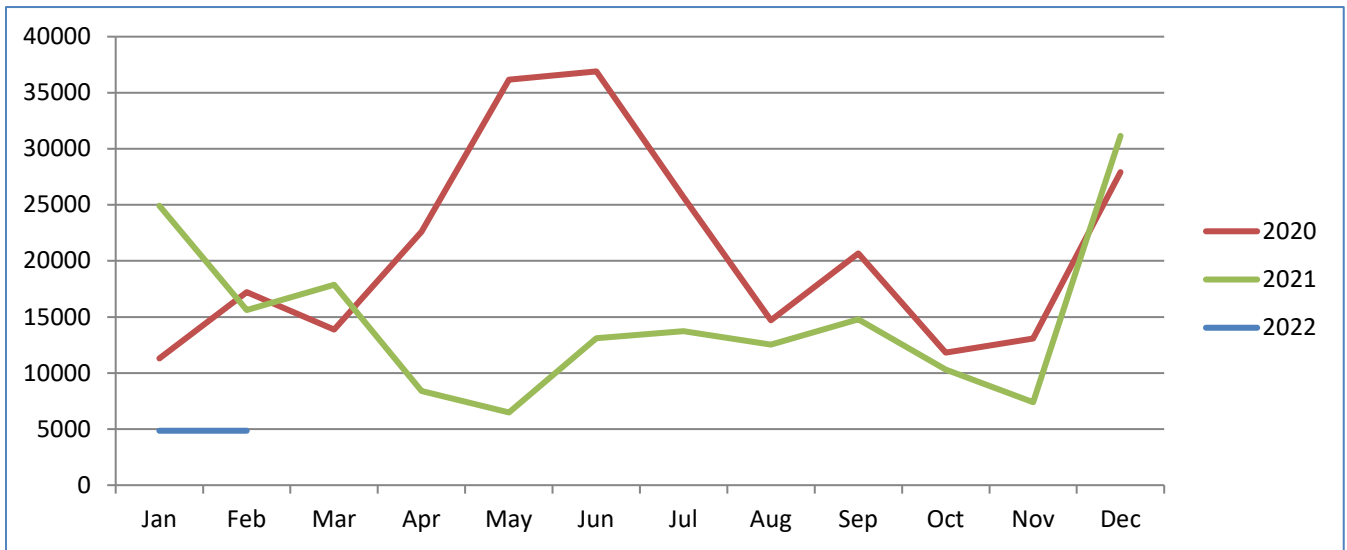
<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller

Santa Cruz Port District  
**60 DAY DELINQUENT ACCOUNTS**

The following accounts have balances 60 days delinquent as of January 20, 2022

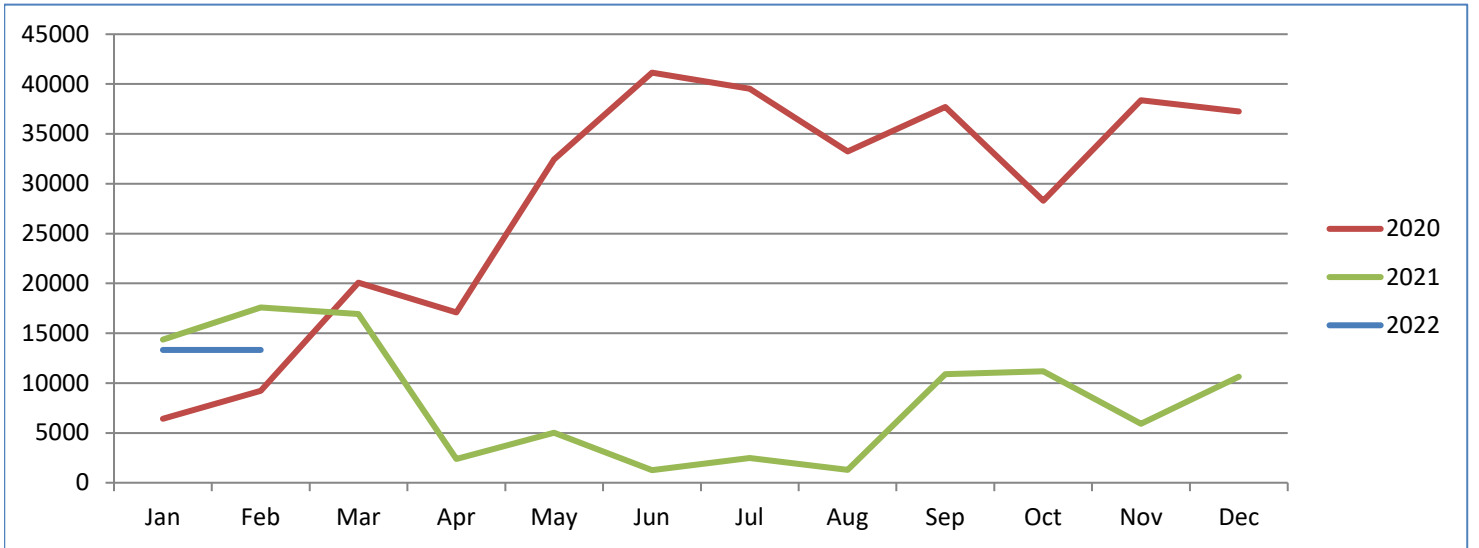
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
47248	511.17	507.18	478.20	0.00	1,496.55
58197	268.14	836.41	451.48	0.00	1,556.03
45891	603.29	598.52	149.03	0.00	1,350.84
57361	91.45	93.67	59.36	0.00	244.48
3863	87.75	87.23	31.80	0.00	206.78
<b>Total:</b>	<b>1,561.80</b>	<b>2,123.01</b>	<b>1,169.87</b>	<b>0.00</b>	<b>4,854.68</b>



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

The following accounts have balances 90 days delinquent or greater as of January 20, 2022

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
57413	789.97	719.28	713.59	553.88	2,576.72		Revoke
56464	469.15	614.31	609.48	505.27	2,198.21		Revoke
1057	689.31	683.92	683.39	64.19	2,120.81	X	Revoke
3094	446.84	411.74	411.67	492.57	1,762.82		Revoke
56783	-	-	-	1,045.22	1,045.22		Bad Debt
45787	230.48	30.48	-	691.02	951.98		Bad Debt
58160	-	-	-	859.81	859.81		Bad Debt
59325	28.25	28.25	28.25	674.40	759.15		Bad Debt
57117	154.60	153.55	152.49	126.44	587.08		Revoke
59335	84.73	84.24	83.76	58.27	311.00		Revoke
56146	-	-	-	149.96	149.96		Bad Debt
<b>TOTAL:</b>	<b>2,893.33</b>	<b>2,725.77</b>	<b>2,682.63</b>	<b>5,221.03</b>	<b>13,322.76</b>		





TO: Port Commission  
FROM: Sean Rothwell, Assistant Harbormaster  
DATE: January 1, 2022  
SUBJECT: Harbor Patrol Incident Response Report – December 2021

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

- 12/11/21 Harbor Patrol responded to a report of a swimmer in distress in the area of West Cliff Drive and Fair Avenue. Prior to arrival, the swimmer self-rescued. Harbor Patrol returned to harbor without incident.
- 12/21/21 Harbor Patrol responded to a report of two swimmers in distress in the area of West Cliff Drive and Columbia Street. Prior to arrival, both swimmers self-rescued. Harbor Patrol returned to harbor without incident.

*Note: Harbor Patrol received two additional calls for service, but was unable to respond because the Almar patrol boat was out of service.*

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

- 12/11/21 Harbor Patrol responded to a report of a physical altercation involving three male subjects in the area of S-dock. Upon arrival, Harbor Patrol conducted an investigation with Santa Cruz Police Department. One subject reported minor injuries. Case sent to the District Attorney's office for review.
- 12/13/21 Harbor Patrol took a stolen property report after a vessel was stolen from the Santa Cruz Yacht Club dry storage yard. The vessel and trailer were later recovered in a parking lot on Ocean Street. Video surveillance was unable to produce a positive identification of the suspect.
- 12/19/21 Harbor Patrol took an incident report after a juvenile male injured his finger on the rocks in the area of M-dock. The parents were located, and the subject was released into their care.
- 12/20/21 Harbor Patrol took an incident report after a District employee suffered a leg injury while onboard the dredge *Twin Lakes*. The employee was transported by ambulance to Dominican Hospital, and has since returned to work.
- 12/21/21 Harbor Patrol took an accident report after a commercial vessel struck the cross-channel dredge pipe. The vessel sustained minor damage.
- 12/21/21 Harbor Patrol took an incident report after an electrical fire occurred on the District's patrol boat *Scout*. The patrol boat remains in service, currently operating on one engine, for non-emergency inner harbor use.



12/29/21 Harbor Patrol responded to a report of an intoxicated subject in the area of the concession parking lot. The subject was taken into custody by Harbor Patrol for public intoxication and transported to Santa Cruz County Jail.

***December Parking Citations: 97***

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

January 14, 2022

Assembly Member Mark Stone  
29<sup>th</sup> Assembly District  
701 Ocean Street, Suite 318B  
Santa Cruz, CA 95060

Dear Assembly Member Stone: *Mark:*

The Santa Cruz Port District recently received \$71,364 in funding from the State's \$100 million budget allocation specifically designated to address COVID-19 related fiscal impacts on independent special districts. On behalf of the Santa Cruz Port District, I would like to thank you for your support of this funding.

As you know, this funding arrives after special districts across California experienced significant budgetary impacts as a result of the COVID-19 pandemic. Throughout 2020 and 2021, California's special districts provided essential services to their local communities and maintained a large portion of the state's critical infrastructure, but initially did not receive any of the COVID-19 relief funding made available to cities and counties.

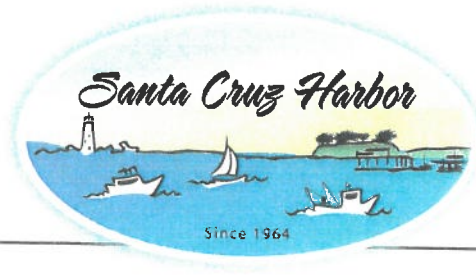
We appreciate your continued support of the Santa Cruz Harbor and other local independent special districts.

Sincerely,

A handwritten signature in black ink that reads "Reed Geisreiter". The signature is written in a cursive style with a large, prominent "R" at the beginning.

Reed Geisreiter  
Chairman, Santa Cruz Port District Commission

Santa Cruz Port District  
135 5th Avenue  
Santa Cruz, CA 95062  
831.475.6161  
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PORT COMMISSIONERS:  
Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

January 14, 2022

California State Senator John Laird  
17<sup>th</sup> Senate District  
701 Ocean Street, Suite 318A  
Santa Cruz, CA 95060

Dear Senator Laird: *John*

The Santa Cruz Port District recently received \$71,364 in funding from the State's \$100 million budget allocation specifically designated to address COVID-19 related fiscal impacts on independent special districts. On behalf of the Santa Cruz Port District, I would like to thank you for your support of this funding.

As you know, this funding arrives after special districts across California experienced significant budgetary impacts as a result of the COVID-19 pandemic. Throughout 2020 and 2021, California's special districts provided essential services to their local communities and maintained a large portion of the state's critical infrastructure, but initially did not receive any of the COVID-19 relief funding made available to cities and counties.

We appreciate your continued support of the Santa Cruz Harbor and other local independent special districts.

Sincerely,

A handwritten signature in black ink that reads "Reed Geisreiter". The signature is written in a cursive style with a large, prominent initial "R".

Reed Geisreiter  
Chairman, Santa Cruz Port District Commission

# Port Commission Review Calendar 2022-23

## 2022

### January-March

- ✓ H&H Fresh Fish Lease Exp. 01/31/2022  
2 (3) year options to extend
- Bayside Marine Lease Exp. 01/31/2022  
no option to extend
- 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)
- Santa Cruz Yacht Club Lease Exp. 03/31/2022  
no option to extend

### April-June

- Chardonnay Lease Exp. 05/31/2022  
1 (5) year option to extend
- PY&S Lease Exp. 05/31/2022  
1 (5) year option to extend
- Dredge Report 2022-23
- Annual Vessel Use List Review
- Biennial Update to Conflict-of-Interest Code

### July-September

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

### October-December

- Annual Review of Business Use of Slips
- Port Commission Officers for 2023

### Committee Review Items (timeline not specified)

- Comprehensive Review of Charter Fees
- Public Benefit Discount Policy

### Key

- Pending
- In process
- ✓ Done

## 2023

### January-March

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

### April-June

- Dredge Report 2023-24
- Annual Vessel Use List Review

### July-September

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

### October-December

- Annual Review of Business Use of Slips
- Port Commission Officers for 2024

### Future Calendar

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