



Special Closed Session of April 12, 2022

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present (via teleconference):*

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

**SPECIAL PUBLIC SESSION – 5:00 PM**

Chair Geisreiter convened the special public session at 5:00 PM via teleconference.

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, Chair Geisreiter announced that the Commission will meet in closed session to discuss agenda item 3 and 4.

**SPECIAL CLOSED SESSION**

3. Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation (1 Case)
4. Conference with Real Property Negotiators  
Property: Yacht Club Dry Storage  
Agency Designated Representative: H. MacLaurie  
Negotiating Parties: Santa Cruz Yacht Club  
Under Negotiation: Lease

**SPECIAL PUBLIC SESSION**

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

Chair Geisreiter announced that the Commission took no reportable action in closed session on item 3 and 4.

Chair Geisreiter adjourned the special open session following the closed meeting at 6:17 PM.



Regular Public Session of April 26, 2022

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present:*

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

*Commission Members Absent:*

Reed Geisreiter Chair

**SPECIAL PUBLIC SESSION – 5:30 PM**

Vice-chair Gertler convened the special public session at 5:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA.

1. Oral Communication

Chair Geisreiter was reported absent.

2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54956.8 and 54957.

At 5:30 PM, Vice-chair Gertler announced that the Commission will meet in closed session to discuss agenda items 3 and 4.

**SPECIAL CLOSED SESSION**

3. Conference with Real Property Negotiators  
Property: 616 Atlantic Avenue  
Agency Designated Representative: H. MacLaurie  
Under Negotiation: Lease

4. Public Employee Performance Evaluation  
Title: Port Director

**SPECIAL PUBLIC SESSION**

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

Vice-chair Gertler announced that the Commission took no reportable action in closed session on items 3 and 4.

Vice-chair Gertler adjourned the special open session following the closed meeting at 6:45 PM.

**REGULAR PUBLIC SESSION – 7:00 PM**

Vice-chair Gertler convened the regular public session at 7:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA.

- 6. Pledge of Allegiance
- 7. Oral Communication

Chair Geisreiter was reported absent.

Commissioner Goddard reported that he recently attended a CMANC meeting at the Port of Oakland, where U.S. Deputy Secretary of Transportation Polly Trottenberg met to discuss various transportation related items affecting ports and harbors throughout California.

**CONSENT AGENDA**

- 8. Approval of Minutes
  - a) Special Closed Meeting of March 2, 2022
  - b) Special Closed Meeting of March 14, 2022
  - c) Regular Public Meeting of March 22, 2022

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Smith to approve consent agenda item 8.  
 - *Motion carried. Commissioner Geisreiter ABSENT.*

**REGULAR AGENDA**

- 9. Approval of Resolution 22-10 – Commending Senior Deputy Harbormaster J. Haynes, Deputy Harbormaster D. Hill, and Deputy Harbormaster P. Guy

Discussion: Port Director MacLaurie stated that Resolution 22-10 commends Senior Deputy Harbormaster J. Haynes, Deputy Harbormaster D. Hill, and Deputy Harbormaster P. Guy for their creditable actions in the line of duty on April 10, 2022, which resulted in the arrest of a wanted suspect that posed a significant threat to the welfare of the community.

The Commission thanked Senior Deputy Harbormaster Haynes, Deputy Harbormaster Hill, and Deputy Harbormaster Guy for their service and actions on April 10, 2022.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Reed to approve resolution 22-10.  
 - *Motion carried. Commissioner Geisreiter ABSENT.*

10. Consideration of 6-Pak Charter Permit Application – Barbarossa Fishing

Discussion: Harbormaster Anderson requested that the Commission consider authorization of a launch ramp based 6-pak charter operation. He stated that approval of this request will have minimal impact on parking, as customers will arrive in one or two cars in the early morning hours and depart by early afternoon. He stated that upon acceptance of a permanent slip, Mr. Payton will be required to submit another charter permit application for Port Commission review, as future impacts may change.

Mr. Payton thanked the Commission for their consideration of his request.

Commissioner Smith expressed support for approving the proposed charter operation. Vice-chair Gertler agreed.

MOTION: Motion made by Commissioners Smith, seconded by Commissioner Goddard to approve a launch ramp based 6-pak charter permit application for Justin Payton of Barbarossa Fishing.  
- *Motion carried. Commissioner Geisreiter ABSENT.*

11. Approval of Long-Term Lease for Santa Cruz Yacht Club Dry Storage

Discussion: Port Director MacLaurie stated that negotiations for a new long-term lease with the Santa Cruz Yacht Club recently concluded. She stated that the Port District has a longstanding working relationship with the Santa Cruz Yacht Club and recommended approval of the lease.

Port Director MacLaurie stated that prior to executing the lease, the premise map (Exhibit A) will be revised to depict the leasehold area more accurately.

Commissioner Goddard expressed support for awarding the new lease and continuing the mutually beneficial relationship the Port District has with the Santa Cruz Yacht Club.

MOTION: Motion made by Commissioner Smith, seconded by Commission Reed to approve the long-term lease with Santa Cruz Yacht Club.  
- *Motion carried. Commissioner Geisreiter ABSENT.*

12. Denial of Claim – J. Tomasello

Discussion: Port Director MacLaurie stated that Mr. Tomasello has submitted a claim to the District in the amount of \$24,096.38 for damages resulting from a collision with a dredge anchor wire on December 28, 2021. The claim includes \$5,061.68 for towing and vessel repair, and \$19,034.40 in lost income.

Port Director MacLaurie recommended the claim be denied based on the following:

- Language in the Port District's slip license agreement includes a clear and specific waiver that releases the District of liability in the event a vessel collides with dredge equipment.
- Staff made multiple attempts to settle the claim for the damage to the vessel pursuant to the \$5,000 authority granted under Port Commission Policy 1030.1 (Property Damage Claims), including waiving \$996.00 in boatyard haulout and layday fees.
- The claimant's vessel was uninsured at the time of the incident.
- Determining a precise method for calculating actual lost income associated with the claim is challenging given the unpredictable nature of the commercial fishery.
- Historically, claims involving collisions with dredge equipment and lost income have been denied by the Port Commission. Once denied, the claimant may seek to recover damages via insurance or civil action.

Port Director MacLaurie stated that Mr. Tomasello is in attendance at tonight's meeting and may wish to address the Commission.

Geoffrey Rawlings, legal counsel for Mr. Tomasello, addressed the Commission and requested that Mr. Tomasello's claim be approved for the full amount of \$24,096.38. Mr. Rawlings provided additional details on the calculation method used to determine lost revenue.

Commissioner Smith expressed support for settling Mr. Tomasello's claim for the full amount (including lost income) and stated that in his opinion, the positioning of the dredge anchor cables created a hazard in the channel, which led to the collision.

Commissioner Goddard stated that while the damage sustained to Mr. Tomasello's vessel is unfortunate, the Port District must defer to the specific waiver in the slip license agreement that releases the District of liability in the event a vessel collides with dredge equipment when considering these claims.

A discussion ensued regarding alternate settlement options. There was consensus among the Commission to table this item and consider it at a future closed session, in accordance with the Brown Act.

13. Approval of Assignment and Assumption of Subleases and Amended and Restated Lease Agreement – 2222 East Cliff Drive

Discussion: Port Director MacLaurie stated that the Port District and OSO have reached agreement to execute an Assignment and Assumption of Subleases, as well as an Amended and Restated Lease, which will become the operative lease agreement between the parties. She stated that the effective date of both

documents will be June 1, 2022, and at that time, the District will assume control of all second story suites (with OSO continuing to sublease Suite 234).

Port Director MacLaurie stated that Ordinance 22-01, authorizing the Amended and Restated Lease was advertised in accordance with H&N Code Section 6270.

A brief discussion ensued regarding the timeline for the repairs of the second story deck.

Commissioner Smith thanked Port Director MacLaurie and staff for the extensive work associated with these negotiations. Commissioner Goddard agreed.

- MOTION: Motion made by Commissioner Goddard, seconded by Vice-chair Gertler to
1. Approve the Assignment and Assumption of Subleases; and
  2. Approve Ordinance 22-01 authorizing the form, terms, and execution of an Amended and Restated Lease Agreement between the Santa Cruz Port District and O'Neill Sea Odyssey
- *Motion carried. Commissioner Geisreiter ABSENT.*

#### 14. Approval of FY23 Fee Schedule

Discussion: Port Director MacLaurie stated that several fee categories are proposed for adjustment, including concession lot parking fees, visitor berthing fees, and event fees. She stated that for discussion and comparison purposes, the proposed FY23 fee schedule includes a column depicting a 3.2% increase to each fee, which is commensurate with the FY23 marina fee increase.

A discussion ensued regarding the proposed fees and the following changes were recommended:

- Event fees to be increased as follows:
  - Harbor Beach 0-100 people - \$350.00 / day
  - Harbor Beach Addt'l 50 people - \$150.00 / day
  - West Jetty - \$300.00 / day
  - Information Booth - \$60.00 / day
  - Live Music/DJ - \$185.00 / day
  - Stereo System - \$85.00 / day
  - Volleyball Court - \$70.00 / court / 4-hours
- Public meeting room fees to remain at \$25.00 / hour
- Commercial visitor berthing fee to increase to \$0.75 / foot / day, instead of \$0.90 / foot / day.

In response to a question posed by Commissioner Goddard, Port Director MacLaurie stated that staff is prepared to implement fee schedule changes effective May 1, 2022.

MOTION: Motion made by Commissioner Goddard, seconded by Vice-chair Gertler to approve the FY23 fee schedule, with the proposed revisions listed above, and authorize the Port Director to waive or adjust fees as deemed appropriate.  
- *Motion carried. Commissioner Geisreiter ABSENT.*

15. Approval of FY23 Boatyard Fee Schedule

Discussion: Port Director MacLaurie recommended approval of the proposed FY23 boatyard fee schedule.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Smith to approve the FY23 Boatyard fee schedule and authorize the Port Director to waive or adjust fees as deemed appropriate.  
- *Motion carried. Commissioner Geisreiter ABSENT.*

16. Award of Contract for Preliminary Engineering and Conceptual Design of West Side Seawall (NTE \$100,000)

Discussion: Port Director MacLaurie stated that the section of the west side seawall that extends from A-Dock to FF-Dock was constructed in 1963, and remains original to the harbor. She stated that it is largely concluded that the seawall is reaching the end of its useful service life and will require full replacement in the coming years.

Port Director MacLaurie stated that as part of the Port District's Priority List for 2022, the west side seawall inspection and options analysis was identified as a priority project. She stated that a proposal from Mesiti-Miller Engineering (MME) was solicited for preliminary engineering and conceptual design services to assist with long-range planning for this project.

Port Director MacLaurie stated that while MME's proposal does not include performing a comprehensive condition assessment of the seawall, planned fieldwork (including geotechnical and dive inspections) will provide a general understanding of the wall's current condition. Additionally, she stated that given the corrosive marine environment, increasing age of the wall, and MME's observations during the Aldo's Seawall Replacement Project (which was a similar vintage to the west side seawall), it is expected that the steel sheet piles along the west side seawall have experienced severe deterioration.

Commissioner Goddard stated that obtaining a comprehensive condition assessment prior to moving forward with the engineering and design phases of the project would be beneficial. He expressed support for revising the scope of work to include a more extensive assessment of the existing seawall and receiving a report summarizing findings and conclusions.

Port Director MacLaurie stated that this additional work can be included in a revised proposal and brought back to the Commission at a future date. She stated that including this work in the scope will increase overall project costs.

There was consensus among the Commission to have MME revise their scope of work to include a comprehensive condition assessment and report prior to exploring replacement options for the wall.

17. Approval of Cash / Payroll Disbursements – March 2022

Discussion: In response to questions posed by the Commission, staff provided additional information on the following warrants:

- Warrant # 56355 – Janitorial Services, Refuse Collection  
Staff confirmed that this combined warrant is for two separate services (Janitorial Services and Refuse Collection).
- Warrant # 56409 – *Twin Lakes* Wire Rope  
Staff confirmed this wire rope purchase was a tsunami related expense.
- Warrant # 56446 – Public Officials Insurance Premium  
Staff confirmed that this insurance policy premium increased significantly over the prior year.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Reed to approve cash and payroll disbursements for March 2022 in the amount of \$645,600.00.

- *Motion carried. Commissioner Geisreiter ABSENT.*

## **INFORMATION**

18. Port Director's Report

### Insurance Coverage

Port Director MacLaurie stated that insurance coverage for FY23 has been bound. She stated that premiums increased by approximately \$425,000 or 123% over the prior year.

### Crow's Nest Beach Barbeques

Port Director MacLaurie stated that the Crow's Nest's application for a Coastal Development Permit (CDP) for their Thursday Night Beach Barbeque events is scheduled for review by the Coastal Commission on May 13, 2022.

### Contract Executed

Port Director MacLaurie stated that the following contracts have been executed:

- American Trash Management for trash management system design and development (NTE \$8,000)
- William Fischer Architecture for preliminary architectural and engineering services for tsunami damage to the north harbor restroom facilities (NTE \$5,000)



Patrol Boat Dedication Ceremony

Port Director MacLaurie stated that the District will host a Patrol Boat Dedication Ceremony on May 20, 2022, at 3:00 PM at the east side public pier.

Business / Finance Committee Meeting

Port Director MacLaurie stated that a Business / Finance Committee Meeting has been scheduled for May 18, 2022, at 11:30 AM to discuss pension cost mitigation techniques and strategies associated with the District's unfunded accrued liability. Committee members are Chairman Geisreiter and Commissioner Smith.

CalOES Tsunami Disaster Assistance

Port Director MacLaurie stated that the District's request for disaster assistance is making its way through the appropriate channels at CalOES to determine if state funding will be made available for damages sustained during the tsunami on January 15, 2022. She stated that the Port District's application has reached the desk of the Deputy Director of Recovery who will make the final determination. The timeline for receiving this determination remains unknown.

19. Harbormaster's Report

Harbormaster Anderson stated that the demand for visitor berthing has been steady since the opening of commercial salmon season.

Harbormaster Anderson stated that twelve surrendered vessels are scheduled for demolition at the boatyard on April 27, 2022, through the Surrendered and Abandoned Vessel Exchange (SAVE) Grant Program. He stated that to date, this is the largest number of vessels scheduled for demolition.

20. Facilities Maintenance & Engineering Report (*There was no discussion on this agenda item*)

21. Financial Reports

- a) Comparative Seasonal Revenue Graphs
- b) Employee Count as of March 31, 2022
- c) Quarterly Budget Report as of March 31, 2022
- d) Quarterly Fuel Sales Report
- e) Quarterly Boatyard Report
- f) Quarterly Concession Percentage Rent Performance Report
- g) LAIF Statement & PMIA / LAIF Performance Report

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

23. Harbor Patrol Incident Response Report – March 2022 (*There was no discussion on this agenda item*)
24. Written Correspondence (*There was no discussion on this agenda item*)
  - a) Letter to Senator Laird from Chairman Geisreiter
  - b) Letter to Mayor Brunner from Chairman Geisreiter
25. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Vice-chair Gertler adjourned the regular public session at 9:17 PM.

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Darren Gertler, Vice-chair

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: Jillian Ritter, Administrative Services Manager  
DATE: May 9, 2022  
SUBJECT: Public Hearing to Approve Resolution 22-11, Adopting a Conflict-of-Interest Code

**Recommendation: Conduct Public Hearing and approve Resolution 22-11, adopting a Conflict-of-Interest Code.**

The Political Reform Act requires every local government agency to review its conflict-of-interest code biennially and submit any changes to the County Board of Supervisors for adoption. The Port Commission originally adopted its Conflict-of-Interest Code ("Code") in February 1977, and adopted revisions to the document in 2006, 2008, 2010, 2012, and 2016.

Current law requires that the Code designate employees whose positions entail the making or participation in the making of governmental decisions that may foreseeably have a material effect on his or her financial interest.

The District's Conflict-of-Interest Code (Exhibit A) currently includes all titles of existing positions. Staff will file the required Biennial Notice with the County Clerk for this year's review, indicating that no amendment is required.

ATTACHMENTS: A. Resolution 22-11 (including Exhibit A)

Santa Cruz Port District  
**RESOLUTION 22-11**

*May 24, 2022*

ON THE MOTION OF \_\_\_\_\_

DULY SECONDED BY \_\_\_\_\_

A resolution of the Santa Cruz Port District adopting the Agency's Conflict of Interest Code.

WHEREAS, the Santa Cruz Port District is a local governmental agency of the State of California; and,

WHEREAS, the Santa Cruz Port District is required to comply with the provisions of the Political Reform Act of 1974 and California Government Code Section 87100 et seq, pertaining to conflicts of interest; and,

WHEREAS, a public hearing has been held pursuant to notice; and,

WHEREAS, the Santa Cruz Port District has determined that the attached Exhibit "A" accurately sets forth those positions which are designated to report financial interests, and no amendments to the Agency's Conflict of Interest Code is required.

NOW, THEREFORE, BE IT RESOLVED THAT the Santa Cruz Port District Commission hereby adopts the Conflict of Interest Code for the Santa Cruz Port District.

PASSED AND ADOPTED this 24<sup>th</sup> day of May 2022, by the following vote:

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

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

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

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

ATTEST:

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

## EXHIBIT A

### ***CONFLICT OF INTEREST CODE OF THE SANTA CRUZ PORT DISTRICT***

#### **Section 100. Purpose.**

Pursuant to the provisions of Government Code Sections 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, the Santa Cruz Port District, a local governmental agency of the State of California, hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code Section 81000 et seq.). The provisions of this Code are in addition to Government Code Section 87100 et seq. and other laws pertaining to conflicts of interest.

#### **Section 200. Designated Positions.**

The positions listed on Exhibit "A" are designated positions. Commissioners and employees holding these positions are deemed to make or participate in the making of decisions that may foreseeably have a material effect on his or her financial interest and that of the Santa Cruz Port District.

#### **Section 300. Disclosure Statements.**

A person holding a designated position shall file a Fair Political Practices Commission (FPPC) Form 700, "Annual Statement of Economic Interest," with the County of Santa Cruz.

#### **Section 400. Place and Time of Filing.**

- a) Filing Originals. All persons holding designated positions are required to submit a statement of financial interest with the Santa Cruz Port District.
- b) Filing Copies. This agency shall make and retain a copy and forward the originals of these statements to the County of Santa Cruz.
- c) Initial Statements. All other employees appointed, promoted or transferred to designated positions shall file initial statements within thirty (30) days thereafter, or as required on the Fair Political Practices Commission "FPPC" Form 700, "Annual Statement of Economic Interest."
- d) Annual Statements. Annual statements shall be filed by all designated employees by March 31 of each year, or as required on the Fair Political Practices Commission "FPPC" Form 700, "Annual Statement of Economic Interest," disclosing reportable investments in business entities, interests in real property, and income held or received in the period since the closing date of the employee's previously filed statement and the succeeding December 31<sup>st</sup>.
- e) Leaving Office Reports. Each person who leaves a designated position specified on Exhibit A shall file a leaving of office statement within thirty (30) days after leaving.

#### **Section 500. Contents of Disclosure Statements.**

Disclosure statements shall be made on Fair Political Practices Commission Form 700, "Annual Statement of Economic Interest," supplied by the County of Santa Cruz.

***CONFLICT OF INTEREST CODE OF THE SANTA CRUZ PORT DISTRICT***

**EXHIBIT "A"**

**DESIGNATED POSITIONS**

1. Santa Cruz Port District Board of Port Commissioners (five members), including the Chairman of the Board.
2. Port Director, appointed by and acting at the pleasure of the Board of Port Commissioners.
3. Harbormaster, hired by the Port Director.
4. Administrative Services Manager, hired by the Port Director.
5. Facilities Maintenance and Engineering Manager, hired by the Port Director



TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: May 10, 2022  
SUBJECT: Denial of Claim – M. Julian

**Recommendation:** *Deny the claim submitted by Michael Julian.*

## **BACKGROUND**

Mr. Michael Julian is a former slip licensee who executed a Port District slip license agreement (Attachment A) on December 1, 2019. Mr. Julian's license agreement was subsequently revoked on February 28, 2022, for non-payment.

On April 18, 2022, Mr. Julian submitted a claim (Attachment B) to the Port District in the amount of \$434,000 for a wide array of damages occurring between 2019 and 2022. While Mr. Julian erroneously utilized a claim form issued by the County of Santa Cruz, the form does include all necessary contents of a claim in accordance with Government Code Section 910.

## **ANALYSIS**

As part of the claims process, Mr. Julian has not provided any documentation to substantiate the basis for the total amount claimed (i.e., receipts, medical records, etc.) and has not provided specific dates or details relating to the damage or loss incurred.

The timing for presenting a claim for personal injury and/or property damage is ordinarily six months, while a claim for other types of damages must usually be presented within one year of the date of occurrence. Due to the COVID-19 pandemic however, this filing deadline has been extended for an additional 120 days for claims occurring before June 30, 2021. Claims occurring after June 30, 2021, are subject to the standard timeframe.

Mr. Julian alleges that the Port District's actionable conduct occurred in or about 2019 through 2022. Despite the extended time for filing a claim, Mr. Julian's personal injury and property damage causes of action that accrued prior to June 21, 2021 (6 months + 120 days prior to the claim filing date of April 18, 2022) are time barred. The parts of the claim relating to personal injury causes of action that are timely and occurred on or after June 21, 2021, should be rejected as lacking in merit.

Regarding the other causes of action which are subject to a one-year filing deadline, those causes of action (which are usually based on contract) that accrued prior to December 20, 2020 (1 year + 120 days prior to the claim filing date of April 18, 2022), are time barred. Any portion of the claim relating to other causes of action which are timely and occurred on or after December 20, 2020, should be rejected as lacking in merit.

Government Code Section 912.6 states:

“(a) In the case of a claim against a local public entity, the board may act on a claim in one of the following ways:

(1) If the board finds the claim is not a proper charge against the public entity, it shall reject the claim.

(2) If the board finds the claim is a proper charge against the public entity and is for an amount justly due, it shall allow the claim.

(3) If the board finds the claim is a proper charge against the public entity but is for an amount greater than is justly due, it shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

(4) If legal liability of the public entity or the amount justly due is disputed, the board may reject the claim or may compromise the claim.

(b) In the case of a claim against a local public entity, if the board allows the claim in whole or in part or compromises the claim, it may require the claimant, if the claimant accepts the amount allowed or offered to settle the claim, to accept it in settlement of the entire claim.

Staff believes both the legal liability of the Port District and the amount claimed are in dispute and recommend the Commission deny the claim, as stated in Government Code § 912.6 (4) above. The claimant will have 6 months from the date of denial to initiate legal action, if he chooses to do so.

## **ANALYSIS**

There is no impact on Port District resources associated with denying this claim.

ATTACHMENTS:     A. Slip License Agreement  
                      B. Claim Submitted by M. Julian





57413

Yellow L

**Santa Cruz Port District**  
135 Fifth Avenue, Santa Cruz, California 95062  
(831) 475-6161 Office (831) 475-9558 FAX

**SLIP LICENSE AGREEMENT**

Date 12-1-19

Name (as appears on Waiting List) MICHAEL JULIAN

Residence Address PO Box 792

City Capitola Zip 95010 Phone (831) 201-9807

Business Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Name of Legal Owner Michael Adam Julian  
(such as corporation, lienholder, or other name appearing on evidence of title)

Address: PO Box 792 Capitola CA Phone Same as above

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

Name of Vessel \_\_\_\_\_

Registration or Documentation No. CF 2075 TK Home Port Santa Cruz

Length 30' (Including bowsprit, pulpit, boarding step, outboard motor, etc.)

Beam 8.5 Draft 5.5 Height 21' Type of Rig Tabernacle Sloop

By signing the following agreement, Owner represents and warrants to the Santa Cruz Port District that the foregoing information is complete and accurate, that no other party has any legal right, title or interest in or to the Vessel, and that Owner shall give the Santa Cruz Port District written notice of any changes in the above information immediately upon the occurrence of any such change.

**AGREEMENT**

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

**RECITALS:**

- A. Port District operates and maintains a berthing facility for use by members of the public commonly known as the Santa Cruz Small Craft Harbor (the "Harbor"), located in Santa Cruz, California.
- B. Owner desires to berth Owner's vessel described above (hereinafter referred to as the "Vessel") at Slip No. J32, Rack No. \_\_\_\_\_ (hereinafter referred to as the "Slip") at said berthing facility.
- C. Owner acknowledges that Port District cannot control the weather or other natural conditions existing at the Harbor and that the Harbor is subject to heavy breaking surf.
- D. Owner acknowledges that Port District cannot guarantee an open and safe Harbor and that Port District's decision when and where to dredge is a discretionary decision.
- E. It is not the intention of the parties, in entering into this Slip License Agreement, for Port District to contractually exempt itself or its officers, commissioners, agents or employees, from any responsibility for Port District's willful injury to person or property of another, or violation of law.
- F. Port District and its officers, commissioners, agents and employees are entitled to all the benefits conferred under the Tort Claims Act, California Government Code section 810 et seq. A copy of this Act may be obtained at the Port District harbor office.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of License. Port District hereby grants to Owner, and to Owner only, an exclusive license to berth the Vessel at the Slip on a month-to-month basis beginning on the 1 day of 12, 2014, and continuing thereafter until terminated pursuant to the provisions of this Agreement. Said slip license shall constitute a "permit" within the meaning of the provisions of the Santa Cruz Port District Ordinances (the "Port District Ordinances"). During the term of this Agreement, Owner shall also have the non-exclusive right to use, in conjunction with other authorized members of the public, adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms owned by Port District, subject to such reasonable charges for using any one or more of the same as Port District may choose to assess from time to time. Port District shall maintain in good order and repair such adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms.
2. Slip Fees.
  - a) Terms of Payment. Owner shall pay to Port District each month, in lawful money of the United States, slip license fees for the berthing rights granted hereunder at the monthly rate posted in the Port District Harbor Office (the "Harbor Office"), as said rate may be modified by Port District from time to time. Said slip fees shall be due and payable in advance on the first day of each month during the term of this Agreement, without offset, at Port District's office at 135 Fifth Avenue, Santa Cruz, California 95062, or at such other place as may from time to time be designated by Port District in writing.
  - b) Late Payment. Owner acknowledges that late payment by Owner to Port District of slip fees will cause Port District to incur costs not contemplated by this Agreement, the exact amount of which is extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and collection costs. Therefore, if any balance due is not received by Port District within twenty (20) days after the date due, Owner shall pay to Port District a late fee. If any balance is not received by Port District within thirty (30) days after the date due, Owner shall pay to Port District interest. The late fee and interest amounts charged shall be as established and changed from time to time by the Port District and as published on the Port District's fee schedule. Such amount may be increased by Port District from time to time, but no more than once each year, to reflect increases in such costs. Any such increase in late charges shall be effective upon the posting of written notice of such increase in the Harbor Office. Acceptance by Port District of such late charge shall not prevent Port District from exercising any of the rights and remedies available to Port District in connection with any repeated failure to pay on time, including termination of vessel berthing rights.
3. Security Deposit. Owner, upon execution of this Agreement, shall deposit with Port District the sum of 372.00 Dollars (\$ 372.00) as a deposit for the faithful performance of Owner's obligations hereunder. Port District, at its sole option, and without limiting in any way any other rights or remedies it may have under this Agreement or at law, may claim and apply from time to time such amounts of said deposit as are reasonably necessary in Port District's judgment to remedy Owner's defaults in the payment of fees and other charges hereunder, to repair damages to the Harbor (over and above normal wear and tear) caused by Owner or Owner's family and guests, and to pay any reasonable costs, expenses and attorneys' fees incurred by Port District in connection with any breach of this Agreement by Owner. In the event said security deposit or any portion thereof shall be applied as provided herein, Owner shall within ten (10) days after written request from Port District restore the deposit to its original amount. Upon termination of this Agreement, any remaining portion of said deposit shall be returned to Owner as soon as Port District has regained possession of the Slip and is able to determine the amount of the deposit it may claim hereunder. Port District shall have the right to commingle the security deposit with other funds of Port District and shall not be obligated to pay Owner interest on the security deposit. OWNER MAY NOT, WITHOUT PORT DISTRICT'S CONSENT, USE ANY PORTION OF THE SECURITY DEPOSIT AS PAYMENT OF OWNER'S LAST MONTH'S OR OTHER SLIP FEES OR ANY OTHER CHARGES.
4. Conditions of Use. Owner shall perform and comply with each and every term and condition of this Agreement to be performed or complied with by Owner, including, without limitation, the conditions of use contained in this Paragraph 4.
  - a) Use. Owner shall not cause or permit the Slip to be used for any purpose other than the berthing of the Vessel and other uses reasonably incidental thereto and not prohibited herein. Owner shall not live aboard the Vessel without the prior written consent of Port District.
  - b) Securing Vessel. At all times while the Vessel is berthed at the Slip, Owner shall cause it to be safely and properly secured in a manner acceptable to Port District. If Port District deems it necessary from time to time to resecure the Vessel for any reason, then on the third and all subsequent occasions necessitating resecuring of the Vessel, Owner shall pay Port District a reasonable service charge for doing so plus the cost of all materials used therefor. However, Port District does not assume and shall have no responsibility or liability whatsoever for the safety of the Vessel, and shall not be liable for fire, theft, or any damage to the Vessel, its equipment, or any property in or on the Vessel, by reason of Port District's decision either to resecure the Vessel or not to resecure the Vessel, except only any such damage as is caused by Port District's willful injury or sole gross and active negligence in resecuring the Vessel.
  - c) Condition of Slip. Owner hereby acknowledges that Owner has inspected the Slip and those portions of the Harbor associated with the Slip, including, without limitation, the floats, walks, gangways, and ramps adjacent to the Slip, knows the condition of same, hereby accepts the Slip in such condition, and acknowledges that no statement or representation as to the condition of any of the same has been made by Port District.

- d) Guests. All guests, invitees and hired personnel of Owner shall conform their activities to the requirements of this Agreement. Port District shall have the right, but not the obligation, to ascertain that third parties aboard the Vessel are authorized by Owner to be aboard.
- e) Change of Slip. Port District reserves the right to reassign Owner to a different slip within the Harbor at any time to facilitate management of the Harbor, and Port District shall not be liable to Owner by reason of requiring such reassignment. From and after the date of any such reassignment, the new slip shall be deemed to be the Slip, as such term is herein defined, for all purposes under this Agreement.
- f) Assignment and Sublicense. Provided Port District first consents thereto, Owner has the right to sublicense the Slip for a period not to exceed six (6) months, subject to such reasonable charge therefor as Port District may from time to time choose to assess. Owner shall remain financially liable for all of Owner's obligations hereunder during said period. Except as set forth above, Owner shall not assign this Agreement or any other rights hereunder, voluntarily or involuntarily, or sublicense the Slip or any part thereof, to any other party or for use by any other Vessel. Any assignment or sublicense in violation of this paragraph shall be void and shall automatically terminate this Agreement.
- g) Regulations and Laws. Owner at all times shall comply with all applicable laws, ordinances, statutes, rules, regulations and rulings of federal, state and local governments and the boards, agencies and departments thereof relating to Owner's use of the Slip and Owner's activities within the Harbor, including but not limited to the Port District Ordinances and rules and regulations, as the same may from time to time be modified. Owner hereby acknowledges receipt of a copy of the current Port District Ordinances. Port District reserves the right to add to or otherwise modify said Ordinances and rules and regulations from time to time.
- h) Regular Use. Owner shall make continuous use of the Vessel on a regular basis. For purposes of this paragraph, "continuous use on a regular basis" is defined to mean taking the Vessel out of the Slip and Harbor at least one time for any length of time on at least ten separate days during any twelve month period. Owner shall maintain such usage at all times during the term of this Agreement for each and every twelve month period which may be selected by Port District upon examination of Owner's pattern of usage. Notwithstanding the foregoing, extended cruises or other lengthy absences from the Harbor will be considered on a case by case basis by Port District as evidence of Owner's continued use of the Vessel on a regular basis.
- i) Vessel Insurance. All vessels must be insured in accordance with Port District policies to retain slip license.

5. Liability of Parties.

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

- c) Specific Disclaimers. Without in any way limiting the generality of the foregoing provisions, Port District shall to the full extent permitted by law, specifically have no liability or responsibility to Owner for the conditions of the beach, the availability of ingress to or egress from the waters of the Monterey Bay, or the Harbor, the conditions of the jetties and entrance channel leading to the Harbor, or damages caused to the Vessel by such conditions. Port District shall, to the full extent permitted by law, specifically have no liability or responsibility for any claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions or causes of action of any kind whatsoever, resulting (1) from any collision with any of the dredging equipment, (2) from any collision with the bottom of the Harbor or with any obstructions on the bottom of the Harbor, or (3) from, or in any way relating to, the dredging operations or lack of dredging operations, including, but not limited to, the closure of the Harbor entrance for any reason or under any circumstances whatsoever. Such non-liability and non-responsibility shall include, without limitation, any failure by Port District to dredge any portion of the Harbor, regardless of the length of time during which Port District may have failed to dredge. In addition, Port District shall not be liable for termination of this Agreement pursuant to Paragraph 6(d). In the event the Slip is an "inside tie," then without limiting the generality of the foregoing provisions, Owner specifically acknowledges that the Slip is by its very nature shallow and that rocks are commonly found under the Slip, and agrees that Port District shall in no event be responsible for any damage sustained by the Vessel from its resting on the bottom.

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

- a) Thirty Days Notice. This Agreement may be terminated at any time by either party for any reason whatsoever upon giving the other party not less than thirty (30) days' prior written notice of termination.
- b) Transfer of Vessel. Owner shall be entitled to transfer all or any part of Owner's right, title or interest in the Vessel to any other party or parties. However, Owner must promptly apply to Port District for a renewed slip berthing license in the event Owner desires to continue using the Slip for berthing a different boat. Port District shall approve or disapprove such renewal within six (6) months of the date of such transfer. In the event Owner obtains a boat of similar size as the Vessel and desires to berth the same in the Slip, Port District shall not unreasonably withhold its consent to the renewal of Owner's license.
- c) Breach of Agreement. If Owner fails to abide by or perform any of the terms, conditions and promises as set forth in this Agreement to be abided by or performed by the Owner, or if Owner fails to inform Port District of any changes in the information set forth in the Application for Slip License, Port District, without waiving any other rights or remedies it may have under this Agreement or at law, may immediately terminate this Agreement upon giving Owner written notice of termination.
- d) Destruction of Slip. This Agreement shall automatically terminate upon destruction of the Slip by siltation, or upon destruction of the walkways or gangways adjacent thereto by reason of fire, storm or any other cause; provided that, in the event a suitable slip for the Vessel is available elsewhere in the Harbor at the time of such termination, Port District shall offer Owner an opportunity to enter into a license agreement respecting such slip.

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

7. Surrender. Upon termination of this Agreement, Owner shall remove the Vessel from the Slip, shall remove all other personal property belonging to Owner or in Owner's care, custody or control, and shall surrender the Slip to Port District together with all keys to the Harbor in as good condition as existed as of the date of this Agreement, subject to reasonable wear and tear. If the Vessel remains in the Slip after termination of this Agreement, the Vessel shall be considered abandoned, and shall be subject to the Ordinances of the Port District and to the statutes of the California Harbors & Navigation Code pertaining to disposition of abandoned vessels.
8. Remedies for Default. If Owner fails to pay slip fees or any other charges to be paid by Owner, or in the event of any other default or breach under this Agreement by Owner, Port District may, at its option, pursue any and all rights and remedies it may have under this Agreement and at law, including without limitation, the right to take possession and control of and remove and store the Vessel for the purpose of perfecting and executing upon Port District's statutory lien rights in the Vessel.
9. Relationship of Parties. Nothing in this Agreement shall be deemed to create a relationship between Port District and Owner other than that of licensor and licensee. In particular, this Agreement shall not be deemed to be a lease or rental agreement, or to create a landlord-tenant relationship between Port District and Owner.
10. No Waiver. No delay or omission on the part of the Port District in exercising any right or remedy shall operate as a waiver or relinquishment thereof or of any other right or remedy hereunder or at law or equity, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or of any other right or remedy. The acceptance by Port District of partial slip fees or other sums owed by Owner to Port District hereunder shall not constitute a waiver of Port District's right to payment in full of such fees or other sums.
11. Attorneys' Fees. In the event any legal action is instituted by either party hereto against the other party to enforce or interpret any provision of this Agreement or of any amendment or modification of this Agreement made subsequent hereto, the prevailing party shall be entitled to recover all costs of litigation, including without limitation, reasonable attorneys' fees, incurred in connection with such action, whether or not such action is prosecuted to final judgment.

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

13. General.

- a) Joint and Several Liability. If Owner consists of more than one person, then the obligations of each said person as Owner, including but not limited to the indemnification provisions of Paragraph 5 above, shall be joint and several.
- b) Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and terminates and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral. Any subsequent modification of this Agreement shall be in writing and signed by both parties.
- d) California Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

14. Best Management Practices.

The undersigned slip licensee, "Owner," hereby agrees to comply with the best management practices relating to clean boating and to minimize the generation of hazardous wastes, discharges of pollutants, and air pollution discharge in conducting any boat maintenance and repair work on their vessel. Owner agrees to maintain a clean vessel bilge and use oil absorbing pads. Used pads must be disposed of at the oil waste stations located throughout the harbor. All pads and oil filters will be recycled.

Additionally, Owner agrees to comply with all Santa Cruz Port District Ordinances, including, but not limited to:

Ordinance Section 213 – Refuse, states, in part:

- (a): No person shall throw, discharge, deposit or leave refuse, sewage or waste matter of any description upon or into the navigable waters of the Santa Cruz Marina area, ... or on the banks, walls, sidewalk, or beach, or any other location where they may be washed into the Santa Cruz Marina area, by tides, storm, floods or otherwise.
- (c): No person shall pump or discharge into the waters of the Santa Cruz Marina oil, paint, varnish, spirits, or any inflammable liquid or deposit any rubbish, refuse matter or articles of any offensive character...
- (d): No person shall discharge or deposit or pass in or into the waters of the Santa Cruz Marina area any coal, tar or refuse or residuary product of coal, petroleum, asphalt, bitumen, or other carbonaceous material or substance.
- (e): No person shall place or leave dead animals, fish, shellfish, bait or other putrefying matter on or along the seawalls, harbor structures, floats, piers, sidewalks, or beaches of the Santa Cruz Marina area, or throw or deposit such material in the waters.
- (f): It shall be unlawful to clean fish on the seawalls, harbor structures, floats, piers, sidewalks, beaches or in the waters of the Santa Cruz Marina area, except at the fish cleaning stations provided therefore.
- (g): No person shall fish in the channel between jetties or in any other areas within the Santa Cruz Marina area...

Section 214 – Wharves, Floats and Piers, states, in part:

- (a): No person shall, without a permit, build, construct, erect, extend or locate within or upon, or over the waters of the Santa Cruz Marina area any float, pier, land wharf, open pile structure or device, or structure whatsoever.
- (d): It shall be unlawful to ride or part motorbikes or motorcycles on any floats, ride skateboards on any floats, wharves or piers, ride bicycles on any float, or leave them on any floats, wharves, or piers in such a manner that the bicycle creates an obstruction to pedestrian traffic or berthing.

Section 215 – Dangerous Vessels, Sunken Vessels, or Obstruction of Channels, states, in part:

- (a): Whenever a vessel is sunk, accidentally or otherwise, it shall be the duty of the owner of such vessel to mark it immediately by a buoy or beacon by day and by a lantern or light by night and to maintain such marking until the sunken vessel or obstruction is removed and the neglect or failure of such owner to do so shall be unlawful. The owner of such sunken vessel shall immediately commence removal of said vessel and prosecute the removal diligently to completion.
- (b): Whenever the navigation of any waters within the harbor area shall be obstructed or endangered by any sunken vessel or other obstruction, and the removal thereof is not diligently prosecuted..., the owner or owners of such vessel or property causing such obstruction or damage shall be liable to the Port District for all costs incident to said removal and disposition and shall further be liable to any person who may be damaged as a proximate cause of said sunken vessel or other obstruction. Neither the Port District, nor its employees, agents or officers, shall be liable for damages of any nature whatsoever arising out of or in any way connected with the removal, sale or disposition of such sunken vessel or other property.

Section 311 – Construction and Extensive Maintenance of Boat in Berth

No person shall engage in other than minor maintenance of boats except in the boatyard area. Activities specifically prohibited are: spray painting, construction on a boat resulting in debris creating a nuisance to other persons, construction activities on floats that create a nuisance or block passageways.



Rec'd 4/18/22 @ Harbor office

CLAIM AGAINST THE COUNTY OF SANTA CRUZ  
(Pursuant to Section 910 et Seq., Govt. Code)

Port District  
Small Craft Harbor

TO: BOARD OF SUPERVISORS  
COUNTY OF SANTA CRUZ  
ATTN: Clerk of the Board  
Governmental Center  
701 Ocean Street, Santa Cruz, CA 95060

1. Claimant's Name: Michael Adam Julian  
 Address: PO Box 3136 Santa Cruz CA  
95063  
 Phone No: (831) 421-2972

P.O. Box to which notices are to be sent: Same as above

2. Occurrence: Illegal eviction - Loss wages - Vehicles Impounded  
 Date: 2019-2022 Place: Santa Cruz Small Craft Harbor

3. Circumstances of occurrence or transaction giving rise to claim: Relentless Harassment  
During COVID pandemic - Lock Down -  
Illegal Tickets - Defamation of character -  
Bullying - forced to leave during small craft advisory.  
3 medical strokes - PTSD

4. General description of indebtedness, obligation, injury, damage or loss incurred so far as is now known:  
Medical cost - Loss of Vehicles - Tools  
clothing - Food - Loss of Job Due to the  
fact our shower keys were turned off. No electricity

5. Name(s) of public employee(s) causing injury, damage or loss, if known: SC Port District  
Small Craft Harbor

6. Amount claimed now .....\$ 167 000 00  
 Estimated amount of future loss, if known .....\$ 267 000 00  
 TOTAL \$ 434 000 00

7. Basis for above computations: Damages late fees during pandemic  
Illegal Tickets that eventually led to London Impounding our Vehicles

8. If the amount claimed is over \$10,000, indicate the court of jurisdiction:  
 \_\_\_\_\_ Municipal Court \_\_\_\_\_ Superior Court

CLAIMANT'S SIGNATURE: [Signature]

Note: Claim must be presented to Clerk, Board of Supervisors, within six (6) months after the act, which occasioned the injury.

Americans with Disabilities Act questions or requests for accommodations may be directed to the ADA Coordinator at 454-2962 (TDD 454-2123).

\*note, I never Received parking passes no matter how many hoops we jumped through. also keys were finally received after 2 years from move in.

PER5003



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: May 11, 2022

SUBJECT: Award of Contract for 2022-23 Sediment Sampling and Analysis Plan Services (NTE \$75,600)

**Recommendation:** *Award contract and authorize Port Director to execute a contract with Red Hills Environmental, LLC, in the amount of \$72,000, plus a 5% contingency (\$3,600) for Sediment Sampling and Analysis Plan services, not to exceed \$75,600.*

## BACKGROUND

Each year, prior to commencing dredging for the season, the Port District is required to prepare and submit a sediment Sampling and Analysis Plan (SAP) to regulators for review and approval. The plan describes the sediment sampling and testing proposed for each area to be dredged.

Maintenance dredging of the federal entrance channel occurs each year. Permits require physical testing of the entrance material every other year. Sampling was last performed in 2021, so physical analysis is not required in 2022.

For the inner harbor, staff assesses dredging needs and performs bathymetric surveys. If it is confirmed that an area is less than design depth, it may be proposed for maintenance dredging. Sediment sample locations and a proposed testing plan are then submitted to regulators. Once regulators approve the sampling and analysis plan, sediment samples are collected and undergo required testing. In addition to physical testing, inner-harbor material that is less than 80% sand also requires chemical and biological testing.

The following inner-harbor areas will be sampled and tested to determine suitability for dredging with nearshore disposal:

- North Harbor Area 1: X/J channel
- North Harbor Area 2: I/J channel
- South Harbor Area 1: Santa Cruz Yacht Club Hoist

Sediment test results and physical characteristics are analyzed in relation to permits, and a dredging plan is developed. The dredge plan and test results are submitted to the regulatory agencies for authorization to commence dredging operations for the season.

## ANALYSIS

Red Hills Environmental (RHE) and their testing subcontractors have successfully performed sediment sampling services for the Port District for a number of years. The quality of their work has



been satisfactory to regulators, and they are familiar with Santa Cruz Harbor's permitting requirements and will provide consistency in the methodology and approach to completing this work. RHE submitted a proposal in the amount of \$72,000.

In order to expedite contracting, permitting and dredge planning, and pursuant to Public Contract Code Sections 22002, 22020, and 22032, the District is forgoing the RFP process for this negotiated professional services contract.

Staff recommends award of the contract to RHE in an amount not to exceed \$75,600. Though RHE has delivered services under budget over the past several years, including a 5% contingency is recommended in the event additional testing requirements are added by regulators.

### **IMPACT ON DISTRICT RESOURCES**

Adequate funding for Sampling and Analysis Plan services is available in the FY23 Environmental and Permitting budget.

ATTACHMENT:       A. RHE Proposal dated May 16, 2022

**RED HILLS ENVIRONMENTAL, LLC  
COST ESTIMATE  
SCPD 2022-2023 DREDGING PROGRAM**

**DATE:** May 16, 2022

**CLIENT:** HOLLAND MACLAURIE  
SANTA CRUZ PORT DISTRICT  
135 FIFTH AVENUE  
SANTA CRUZ, CA 95062

<b>TASKS</b>	<b>COST</b>
<b>TASK 1 SAMPLING AND ANALYSES PLAN (SAP)</b>	<b>\$6,200.00</b>
<b>TASK 2 SAP IMPLEMENTATION (MID, UPPER HARBOR, AND REFERENCE SAMPLING)</b>	<b>\$57,200.00</b>
<p>Sampling in X/J Channel, I/J Channel, Yacht Club Hoist Area, and Reference Point. Collect 10 discrete VibroCore samples and 3 composite samples for the following laboratory analyses: *Tier II Physical Analysis (Grain size, total organic carbon, total solids) 11 samples. *Tier II Chemical Analyses. 3 samples. *Tier III Biological Analyses. 3 samples.</p>	
<b>TASK 3 SAP REPORT, DREDGING PLAN, AND SUMMARY OF TEST RESULTS</b>	<b>\$8,600.00</b>
	<b>\$72,000.00</b>

Red Hills Environmental LLC  
18150 Gloria Court  
Los Gatos, CA 95033  
Phone 408 455 9300  
EIN 27-3354814  
[KRCIK@VERIZON.NET](mailto:KRCIK@VERIZON.NET)

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

Date	No.	Vendor	Description	Amount
4/5/2022	56470	WhyBuyNewAutos.com	Dredge Vehicle Acquisition: 2013 Ford F350	\$ 44,687.89
	56471	VOID		
4/8/2022	56472	Allied Universal	Security Patrol	\$ 6,486.48
4/8/2022	56473	Amerigas	Ancillary Equipment Fuel	\$ 139.87
4/8/2022	56474	B AND B Small Engine	Generator Carburetor Rebuild	\$ 112.50
4/8/2022	56475	Batteries + Bulbs	CALE Parking Machine Batteries	\$ 377.18
4/8/2022	56476	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection	\$ 9,192.00
4/8/2022	56477	Bay Plumbing Supply, Inc.	365 Lake Avenue Toilet Flapper, Pipe Fittings	\$ 23.04
4/8/2022	56478	Bayside Oil II, Inc.	Waste Oil Disposal	\$ 302.25
4/8/2022	56479	Big Creek	Fish Table Lumber	\$ 57.20
4/8/2022	56480	Blake Anderson	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56481	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 340.01
4/8/2022	56482	Cale America, Inc.	Parking Machine Key, Monthly Service	\$ 884.62
4/8/2022	56483	Carpi & Clay	Washington Representation	\$ 800.00
4/8/2022	56484	Coleman, Ryan	Credit Balance Refund	\$ 355.88
4/8/2022	56485	Comcast	Business Internet	\$ 311.70
4/8/2022	56486	Computer Technical Specialists, Inc.	Harbor Office Server Extended Warranty, Microsoft Office Annual Renewal, Battery Backup, Hardware Upgrades, Email Scanning & Backup, Webcam Hosting, E-Waste Fee	\$ 7,910.17
4/8/2022	56487	County of Santa Cruz Auditor	Citation Tax (February)	\$ 2,162.50
4/8/2022	56488	County Specialty Gases	Welding Gas	\$ 86.65
4/8/2022	56489	Data Ticket, Inc.	Citation Processing (December)	\$ 472.26
4/8/2022	56490	David Hill	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56491	Dewey, Mark	Security Deposit Refund	\$ 381.30
4/8/2022	56492	Environmental Logistics	Hazmat Disposal	\$ 2,012.50
4/8/2022	56493	Ewing Irrigation Products, Inc.	Sand Bags	\$ 13.51
4/8/2022	56494	Ferguson Enterprises, Inc.	Boatyard Paint Shaker Parts, Dredge Pipe Anchor Weights (\$8,420.25 Tsunami)	\$ 8,481.64
4/8/2022	56495	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 967.98
4/8/2022	56496	Garda CL West, Inc.	Deposit Courier Service	\$ 21.98
4/8/2022	56497	Global Equipment Company Inc.	Refuse Dumpster Wheels	\$ 456.00
4/8/2022	56498	Gottlieb, Landon	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56499	Grainger	Check Valve, Shower Curtains	\$ 235.52
4/8/2022	56500	Gsolutionz	Telephone System Maintenance	\$ 263.15
4/8/2022	56501	Guy, Parker	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56502	Home Depot Credit Services	J-Dock Restroom Water Heater Fittings (\$55.39 Tsunami), Dock Hardware, Measuring Tape, Squeegee, 790 Mariner Park Way Drywall & Paint Supplies (\$857.07 Tsunami)	\$ 1,031.04

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

Date	No.	Vendor	Description	Amount
4/8/2022	56503	Horizon Water and Environment, LLC	Consulting Services: Regional General Permit	\$ 130.00
4/8/2022	56504	Hose Shop	<i>Twin Lakes</i> Hose Adapter, <i>Dauntless</i> Fittings, Pressure Washer Gun	\$ 479.65
4/8/2022	56505	Iezzoni, Christopher	Credit Balance Refund	\$ 226.82
4/8/2022	56506	John Haynes	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56507	Kelly-Moore Paint Company, Inc.	Traffic Paint	\$ 756.18
4/8/2022	56508	Lawson	<i>Twin Lakes</i> & <i>Dauntless</i> Hoses	\$ 1,857.99
4/8/2022	56509	Linde Gas & Equipment, Inc.	Welding Wire, Tips, Wheels	\$ 599.44
4/8/2022	56510	Lord & Sons, Inc.	Galvanized Nuts Bolts Washers for Stock	\$ 2,219.73
4/8/2022	56511	Marina Ware	Key Fobs for Sale	\$ 2,970.00
4/8/2022	56512	McMaster-Carr Supply Company	<i>Squirt</i> Hardware, <i>Twin Lakes</i> Horn Mounting Hardware, Magnetic Hooks, Gauge, Grease, Gas Caps	\$ 671.16
4/8/2022	56513	Melrose, Peter	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56514	Mid County Auto Supply	Dredge Monitor Vehicle Door Pin, Paint Sprayer, Anti-Freeze	\$ 80.53
4/8/2022	56515	Mission Uniform Service	Uniform Service	\$ 357.55
4/8/2022	56516	Moore & Sons Outboard Motors, Inc.	<i>Scout</i> Outboard Motor Install & Repairs, <i>Kinnamon</i> Break-In Oil Change & 100 Hour Service	\$ 10,414.62
4/8/2022	56517	Mutual of Omaha	Life/LTD/AD&D Insurance	\$ 824.48
4/8/2022	56518	Myers, Charlotte	Credit Balance Refund	\$ 1,401.25
4/8/2022	56519	Nixon-Egli Equipment Co	Crane Repair, Service, Certs	\$ 10,390.84
4/8/2022	56520	Peterson	<i>Twin Lakes</i> Oil Filters, Ancillary Equipment Filters	\$ 573.12
4/8/2022	56521	Quinn Company	Forklift Maintenance Parts	\$ 30.15
4/8/2022	56522	RacorStore	Equipment Fuel Filters	\$ 146.23
4/8/2022	56523	RIPALog, LLC	Racial and Identity Profiling Act Compliance Annual Service & License	\$ 3,300.00
4/8/2022	56524	Riverside Lighting & Electric	Building Lights, 790 Mariner Park Way Phone Connectors (\$87.18 Tsunami)	\$ 190.49
4/8/2022	56525	San Lorenzo	Fish Table Lumber, Wheel Chock Lumber	\$ 423.12
4/8/2022	56526	Michael Smith	Backflow Testing	\$ 843.00
4/8/2022	56527	Santa Cruz Tire & Auto Care	Parking Shuttle Door Repair & Oil Change	\$ 1,228.25
4/8/2022	56528	SC Fuels	Fuel Dock Gas & Diesel	\$ 35,235.28
4/8/2022	56529	Santa Cruz Municipal Utilities	Utilities	\$ 6,270.13
4/8/2022	56530	Sean Rothwell	Quarterly Uniform Allowance	\$ 190.00
4/8/2022	56531	Superior Alarm Company	Quarterly Alarm Monitoring	\$ 207.00
4/8/2022	56532	Svensden's Boat Works	Boatyard Retail Items	\$ 157.20
4/8/2022	56533	Townley Engineering & Mfg. Co., Inc.	Rubber Dredge Pipe (Tsunami)	\$ 27,660.99
4/8/2022	56534	TranSystems Corporation	FF-Dock Replacement Services	\$ 6,167.08
4/8/2022	56535	Uline	Storage Boxes, Trash Cans	\$ 393.31
4/8/2022	56536	U.S. Bank Equipment Finance	Copier Lease	\$ 151.31

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

Date	No.	Vendor	Description	Amount
4/8/2022	56537	US Relay	Webcam Service	\$ 484.00
4/8/2022	56538	Verizon Wireless	Cell Phone & Tablet Service	\$ 338.42
4/8/2022	56539	West Marine Pro	Boatyard Retail Items	\$ 1,487.40
4/8/2022	56540	Whitson Engineers	Engineering Services: Concession Lot ADA Improvements	\$ 1,521.00
4/8/2022	56541	Zeiss, Rudy	Security Deposit Refund	\$ 97.93
4/20/2022	56542	Employee #233	4/1/22-4/16/22 Payroll	\$ 2,029.26
4/22/2022	56543	Ace Portable Services	O-Dock Portable Toilet Rental	\$ 205.93
4/22/2022	56544	Active911, Inc.	Annual Alerting Subscription	\$ 126.00
4/22/2022	56545	Allied Administrators for Delta Dental	Dental Insurance	\$ 3,458.58
4/22/2022	56546	Allied Universal	Security Patrol	\$ 7,056.79
4/22/2022	56547	Aramark	Uniform Jackets	\$ 349.99
4/22/2022	56548	A Sign ASAP!	Vehicle & Equipment Decals	\$ 139.93
4/22/2022	56549	AT&T	Telephone	\$ 1,007.86
4/22/2022	56550	CIT	Telephone System Lease	\$ 323.09
4/22/2022	56551	Big Creek	Paint Brush	\$ 12.74
4/22/2022	56552	Cale America, Inc.	CALE Monthly Service	\$ 832.00
4/22/2022	56553	Central Electric	Electrical Services: Post-Tsunami Lighting System Assessment (North Harbor)	\$ 2,207.03
4/22/2022	56554	Cintas Corporation	First Aid Supplies	\$ 139.80
4/22/2022	56555	Comcast	Business Internet	\$ 456.20
4/22/2022	56556	Complete Mailing Service	Statement Mailing & Postage	\$ 614.19
4/22/2022	56557	Computer Technical Specialists, Inc.	Technical Support (October-March), Microsoft Outlook Upgrades, Microsoft Windows Upgrades	\$ 6,398.75
4/22/2022	56558	County of Santa Cruz Auditor	Citation Tax (March)	\$ 3,045.50
4/22/2022	56559	County of Santa Cruz DPW	Hazardous Waste Disposal	\$ 77.00
4/22/2022	56560	County Specialty Gases	Welding Gas	\$ 105.09
4/22/2022	56561	Crawford, Tallie	Credit Balance Refund	\$ 381.30
4/22/2022	56562	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 117.25
4/22/2022	56563	Dexel, Tom	Credit Balance Refund	\$ 34.50
4/22/2022	56564	Elevator Service Company	Monthly Service (\$223.60 Tenant Reimbursable)	\$ 430.00
4/22/2022	56565	Ewing Irrigation Products, Inc.	Sprinkler Replacements	\$ 178.63
4/22/2022	56566	Flo-Line Technology, Inc.	Squirt Inlet Cover Gasket	\$ 100.48
4/22/2022	56567	Garda CL West, Inc.	Deposit Courier Service	\$ 509.98
4/22/2022	56568	Garig Equipment	Travelift Hydraulic Hose Repair	\$ 2,029.83
4/22/2022	56569	Goodwin, Julie	Credit Balance Refund	\$ 195.60
4/22/2022	56570	GP Crane & Hoist	Quarterly Hoist Maintenance & Repair (\$259.46 Tenant Reimbursable)	\$ 677.29
4/22/2022	56571	Grainger	Painting Supplies, Disposable Gloves, Caution Tape, Dock Power Converter	\$ 532.89

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

Date	No.	Vendor	Description	Amount
4/22/2022	56572	Home Depot Credit Services	Packing Tape, Ratchets, Adhesive, Fasteners, Propane Torches, Pressure Washer & Nozzle, Blades, Packing Supplies, Tool Set, Grout, Sponge	\$ 2,440.67
4/22/2022	56573	Kelly-Moore Paint Company, Inc.	Dredge Primer	\$ 1,763.16
4/22/2022	56574	King Crane Service	Crane Inspection	\$ 1,484.96
4/22/2022	56575	Large's Metal Fabrication, Inc.	Lift Station Cover	\$ 166.94
4/22/2022	56576	Lawson	Cleaner, Fittings, Bit, Flanges	\$ 1,970.14
4/22/2022	56577	Lloyd, Ronald	Credit Balance Refund	\$ 381.30
4/22/2022	56578	Marina Ware	Quarterly Key Access & Software Support	\$ 1,700.00
4/22/2022	56579	Marine Lien Sale Service	Lien Fee	\$ 180.00
4/22/2022	56580	Matheson Tri-Gas, Inc.	Welding Gas	\$ 72.66
4/22/2022	56581	McDermott, Dick	497 Lake Avenue Installment Payment	\$ 4,535.45
4/22/2022	56582	McMaster-Carr Supply Company	Hex Screws	\$ 320.68
4/22/2022	56583	McRae, Ian	Credit Balance Refund	\$ 116.54
4/22/2022	56584	Mesiti-Miller Engineering, Inc.	Engineering Services: 7th & Brommer (NW)	\$ 4,225.50
4/22/2022	56585	Mid County Auto Supply	Windshield Wipers, Windshield Washer Fluid, Hydraulic Oil, Equipment Filter, Coolant, Door Pin	\$ 396.59
4/22/2022	56586	Mission Uniform Service	Uniform Service	\$ 611.30
4/22/2022	56587	Nitcher, Bryce	Credit Balance Refund	\$ 275.75
4/22/2022	56588	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$ 335.00
4/22/2022	56589	Pacific Gas & Electric Company	Utilities	\$ 14,309.15
4/22/2022	56590	Palace Business Solutions	Office Supplies	\$ 165.38
4/22/2022	56591	Pan-Pacific Supply Company	<i>Twin Lakes &amp; Dauntless</i> Pump Packing	\$ 2,329.33
4/22/2022	56592	PNC Bank, N.A.	Taxable Loan Principle & Interest	\$ 137,506.53
4/22/2022	56593	Quadient Leasing USA, Inc.	Postage Meter Lease	\$ 206.67
4/22/2022	56594	Riverside Lighting & Electric	Parking Lot Lighting, Boatyard Electrical Repair	\$ 132.47
4/22/2022	56595	Robbins, Mike	Key Deposit Refund	\$ 40.00
4/22/2022	56596	San Lorenzo	Painting Supplies	\$ 16.83
4/22/2022	56597	Santa Cruz Records Management, Inc.	Document Shredding	\$ 16.00
4/22/2022	56598	Santa Cruz Sentinel	Legal Ad - Ordinance 22-01	\$ 1,142.40
4/22/2022	56599	SC Fuels	Fuel Dock Gas & Diesel	\$ 34,267.33
4/22/2022	56600	Scheidt & Bachmann	Monthly Concession Lot Parking Equipment Warranty	\$ 2,554.12
4/22/2022	56601	Santa Cruz Municipal Utilities	Utilities	\$ 9,999.10
4/22/2022	56602	Staples Credit Plan	Office Supplies	\$ 587.78
4/22/2022	56603	Summit Uniforms	Deputy Harbormaster Body Armor	\$ 983.28
4/22/2022	56604	Svensden's Boat Works	Boatyard Retail Items	\$ 139.93
4/22/2022	56605	The Home Depot Pro Institutional	Janitorial Supplies, Shower Curtains, Waterless Urinal Cartridges	\$ 3,709.35
4/22/2022	56606	Mark Larsen DBA: Viking	Window Cleaning	\$ 30.00

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

Date	No.	Vendor	Description	Amount
4/22/2022	56607	West Marine Pro	<i>Big Red</i> Lettering, <i>Dauntless</i> Filters, Fire Hose Cabinet Latch, Binoculars, Dock Lines, Power Adapters	\$ 327.14
4/22/2022	56608	West Marine Pro	Boatyard Retail Items	\$ 361.90
4/25/2022	56609	Lockton Insurance Brokers, LLC	Fiscal Year 2023 Insurance Premiums	\$ 740,772.75
4/25/2022	56610	Southeast Publications	Harbor Visitor Guide Boatyard Advertising	\$ 719.00
4/5/2022	Various	Various Employees	3/16/22-3/31/22 Payroll	\$ 9,379.71
4/20/2022	Various	Various Employees	4/1/22-4/15/22 Payroll	\$ 10,060.42
4/1/2022	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 360.51
4/1/2022	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,008.79
4/1/2022	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 207.25
4/1/2022	EFT	Merchant Services	CALE Parking Machine Credit Card Fees	\$ 865.54
4/1/2022	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 878.14
4/1/2022	EFT	Transaction Express	Online Billpay ACH Fees	\$ 503.56
4/1/2022	EFT	Windcave, Inc.	Concession Lot Parking Machine Credit Card Fees	\$ 2,327.28
4/4/2022	EFT	CalPERS	Health Insurance	\$ 43,732.97
4/4/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,258.07
4/4/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,245.92
4/4/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,380.76
4/4/2022	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	\$ 4,369.08
4/5/2022	EFT	PAYCHEX	3/16/22-3/31/22 Payroll Direct Deposit	\$ 63,532.45
4/5/2022	EFT	PAYCHEX	3/16/22-3/31/22 Payroll Taxes	\$ 31,282.52
4/5/2022	EFT	PAYCHEX	Payroll Service Fees	\$ 314.12
4/7/2022	EFT	Comerica Cardmember Services	WhenIWork Subscription, Square Card Reader, Meeting Refreshments, Hydrogen Sulfide Machine Loaner, Zoom Subscription, <i>Twin Lakes</i> Vessel Documentation, Hats for Resale, Recruitment Advertising, Aerator Mounting Hardware, Workplace Subscription, Prosper Forms Subscription, Boatyard Retail Items, Hose Connectors, Travelift Strap Replacement, Office Supplies, Graffiti Protection Film, Harbor Patrol Truck Key Replacement, <i>Twin Lakes</i> Horn Switch, <i>Twin Lakes</i> Fan, Backboard Straps, <i>Twin Lakes</i> Electrical Breakers, Safety Glasses, CAT Forklift Repair Parts, Dredge Monitor Vehicle Door Pin, <i>Dauntless</i> Cutlass Bearing Packing, V-Dock Restroom Pressure Switch	\$ 8,886.20
4/8/2022	EFT	California Department of Tax and Fee Administration	Underground Storage Tank Maintenance Fee Return	\$ 472.00
4/8/2022	EFT	California Department of Tax and Fee Administration	Sales & Use Tax Return	\$ 3,417.00
4/10/2022	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 18.32
4/11/2022	EFT	Comerica Bank	Service Charges	\$ 639.17
4/20/2022	EFT	PAYCHEX	4/1/22-4/15/22 Payroll Direct Deposit	\$ 65,102.73
4/20/2022	EFT	PAYCHEX	4/1/22-4/15/22 Payroll Taxes	\$ 32,208.58

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

<b>Date</b>	<b>No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
4/20/2022	EFT	PAYCHEX	Time & Attendance Fees	\$ 109.00
4/20/2022	EFT	PAYCHEX	Payroll Service Fees	\$ 342.08
4/29/2022	EFT	CalPERS	Unfunded Accrued Liability	\$ 29,384.50
4/29/2022	EFT	CalPERS	Unfunded Accrued Liability	\$ 3,169.17
4/29/2022	EFT	CalPERS	Unfunded Accrued Liability	\$ 601.17
4/29/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,415.04
4/29/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,247.22
4/29/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,344.45
4/30/2022	EFT	Windcave, Inc.	Concession Lot Parking Machine Credit Card Fees	\$ 709.06
<b>Total April 2022 Disbursements</b>				<b>\$ 1,562,021.81</b>





TO: Port Commission  
FROM: Blake Anderson, Harbormaster  
DATE: May 12, 2022  
SUBJECT: Harbormaster's Report

### Commercial Salmon Season

The Commercial salmon season began on May 1, 2022, in the Monterey management zone (Pigeon Point to the US/Mexico border). As expected, a significant number of transient vessels made their way to Monterey Bay ports and anchorages to fish during the limited commercial season. Harbor staff counted approximately 90 vessels at the Santa Cruz and Capitola anchorages on May 1. With windy conditions making anchoring difficult, staff is working hard to accommodate those seeking transient berthing during the season closures. The Monterey management zone season structure is as follows:

<b>May 1-5, 10-15, 20-24</b>	<b>June 1-12</b>	<b>July 8-12, 23-27</b>	<b>August 1-12</b>
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### National Safe Boating Week, May 21-27, 2022

In recognition of National Safe Boating Week, Deputy Harbormaster staff is planning a youth/child lifejacket exchange event at the launch ramp on Saturday, May 21, 2022. Members of the boating public will be able to exchange a worn, unserviceable, or expired youth/child life jacket for a new one, courtesy of the California Division of Boating & Waterways. Both Harbor Patrol vessels will be moored at the launch ramp for public tours, along with partner agencies' vessels. The U.S. Coast Guard Auxiliary will be offering vessel safety checks and can provide additional safe boating information during the event.

### Harbor Security Upgrades

The FY23 budget contributed \$12,000 in Capital Improvement Program funding for additional security cameras throughout the harbor. Recently, staff met with the camera contractor to discuss the next phase of the project and the District's needs and priorities. The current network consists of 16 cameras and staff anticipates adding an additional 6-8 to the system. Priority areas include harbor entry/exit points, RV Park / Brommer Street Extension area, and the main channel / harbor entrance.

### Surrendered and Abandoned Vessel Exchange (SAVE) Grant

Staff recently coordinated the disposal of twelve derelict/abandoned/unwanted vessels through the Surrendered and Abandoned Vessel Exchange (SAVE) grant program administered by the California State Parks Division of Boating and Waterways (DBW). Currently, staff is actively engaged in robust outreach efforts to potential SAVE grant participants to prevent vessel abandonments and release slips to be offered to the waitlist. Since the disposal day on April 27, 2022, staff has received three vessels from waitlist slips and has several more vessels in the turn-in process. To ensure funding through 2024, staff prepared and submitted a \$20,000 grant application in late April.



### Marine Travelift Training

Staff from the Operations, Maintenance, and Dredge departments participated in a certification training provided by Garig Equipment/Marine Travelift Inc. on April 22, 2022, at the Santa Cruz Harbor Boatyard. The training covered safety guidelines, crane maintenance, and operation. The hands-on training was intended to give District staff across all departments the knowledge and ability to safely operate the lift on an emergency basis and maintain the equipment to the highest standard. Fortunately, there are opportunities to practice lift operation when removing derelict/abandoned boats from the water, which was the case when removing vessels for last month's disposal.

### Tsunami Playbook Update

Staff met with representatives from CalOES, California Geological Survey, and the National Weather Service to discuss proposed changes to the Tsunami Playbook. The Playbook is a guiding document developed by state and federal agencies to assist local emergency managers in the event of a tsunami. The updated version will make adjustments to the inundation maps based on more current modeling.

### Ocean Safety Public Safety Announcement

Staff participated in the video production of an ocean-safety public safety announcement (PSA). The PSA was commissioned by the Santa Cruz City Fire Department in response to the string of

drownings on the north coast last summer. The video features messages from marine safety agencies including State Parks, Cal-Fire, Santa Cruz City Fire / Lifeguard Division, and Central Fire Water Rescue. The PSA will be broadcasted over the summer through various outlets.

**Fisheries Report**

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

**April 2022 – Total Port Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
<i>(no species reportable)</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
<b>Total Reported:</b>		<b>(N/A) lbs.</b>	<b>Total Ex-Vessel: (N/A)</b>

Species landed\* -Dungeness Crab, Halibut, Rock Crab, Lingcod, Rockfish (various), Octopus, Sablefish (blackcod), Dover Sole, Surfperch, Thorneyhead Longspine, Thorneryhead Shotrspine

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

**April 2022 – Resident Buyer Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Dungeness Crab	2,164.55	\$7.00	\$15,151.85
Rock Fish	258.07	\$3.00	\$774.21
Rock Crab	1,430.33	\$3.00	\$4,290.99
Halibut	9.20	\$6.00	\$55.20
<b>Total Reported:</b>		<b>3,862.15 lbs.</b>	<b>Total Ex-Vessel: \$20,272.25</b>



TO: Port Commission  
FROM: Carl Wulf, Facilities Maintenance Engineering Manager  
DATE: May 24, 2022  
SUBJECT: Facilities Maintenance Engineering Manager's Report

### Dredging Operations:

#### Twin Lakes

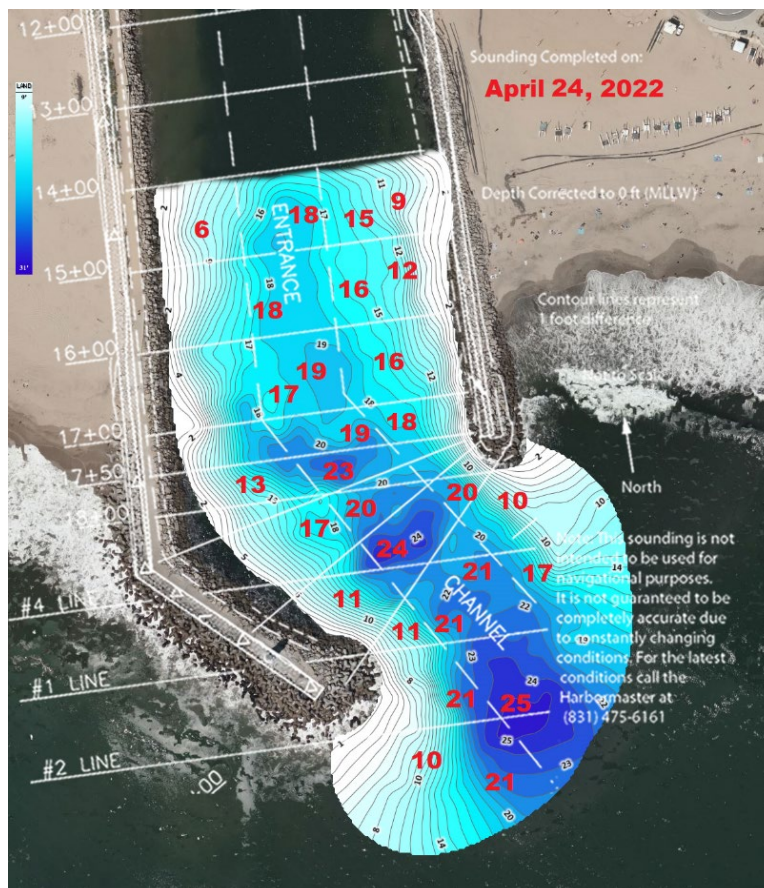
Entrance dredging for the 2021-22 season was completed on April 28, 2022. Crews have removed all pipes from the beach, broken down all floating pipes, and have prepared *Twin Lakes* to be moved to her offseason mooring on May 20, 2022. Kudos to the dredge crew for a job well done!

#### Squirt

Extended maintenance continues on *Squirt* as time allows, including the fabrication of a replacement suction pipe.

#### North Harbor Dredge Plan 2022-23

Staff has identified inner-harbor areas to be surveyed for incorporation into next year's dredge plan.



**Maintenance:**

Forklift

Staff has repaired the motor on the Caterpillar forklift. The newly repaired forklift is operating exceptionally well.

333 Lake Avenue – Electrical Service Upgrade Project

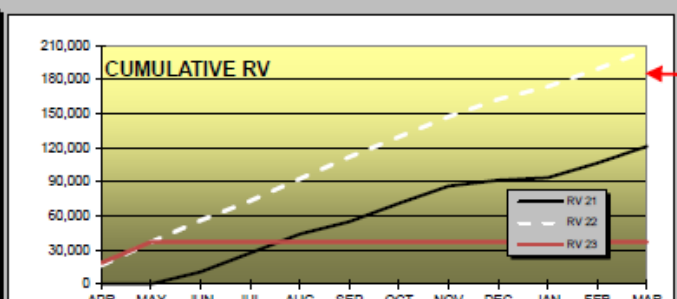
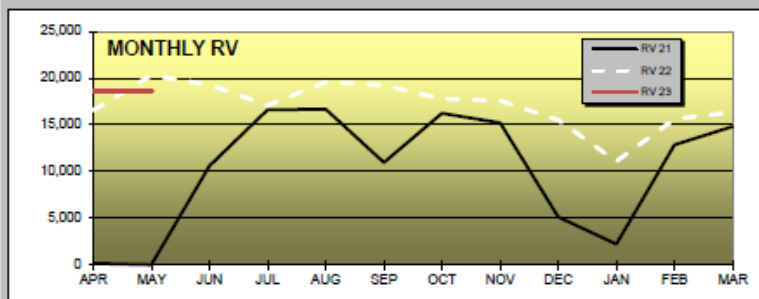
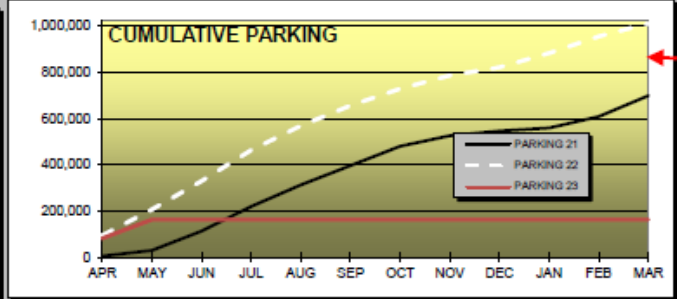
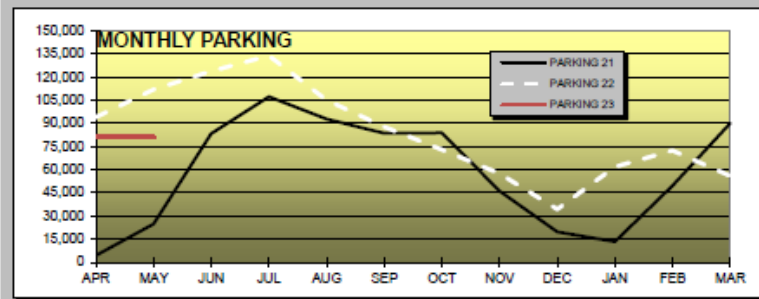
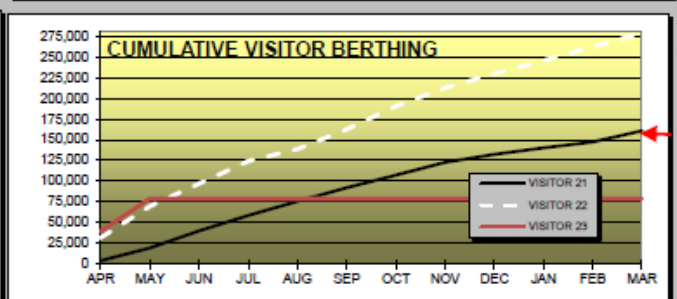
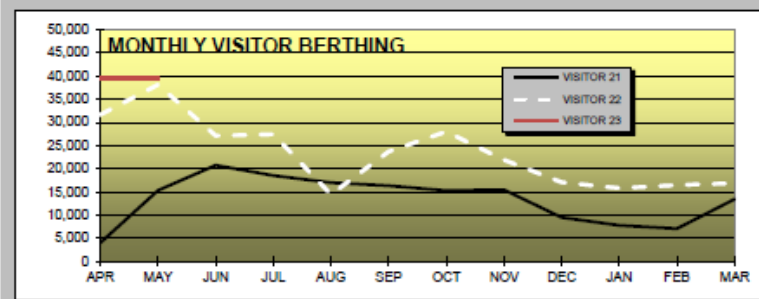
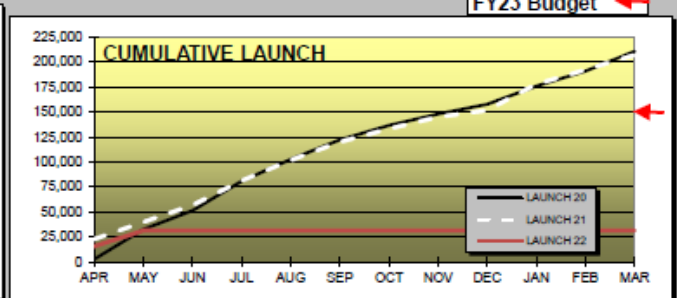
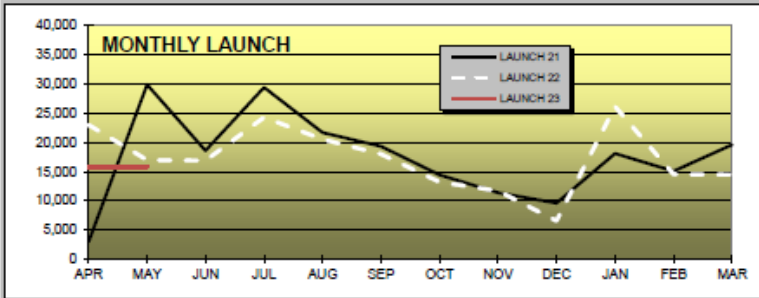
A Request for Proposals (RFP) for the Electrical Service Upgrade Project was issued on April 29, 2022, and two potential bidders, Central Electric and JW Construction, attended the mandatory pre-bid meeting on Monday, May 9, 2022. Bids were opened on Monday, May 16, 2022. One bid was received from Central Electric. Staff is currently reviewing the bid and hopes to award a contract for the work soon.

Travelift

Staff has been working in the boatyard to troubleshoot the Travelift's ongoing mechanical issues (motor starter and hydraulic leaks). The needed parts (injector pump and nozzle) are on backorder and the lead time is unknown. The manufacturer, John Deere, no longer supports this model motor, so staff is working with Travelift to identify a plan going forward.

# SEASONAL INCOME

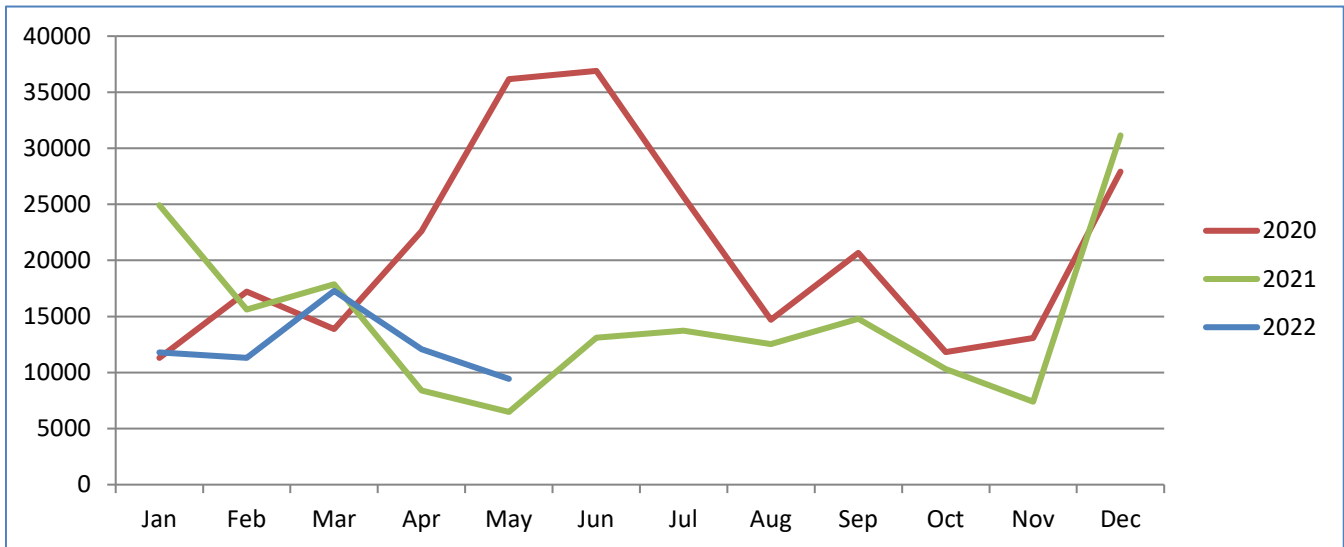
FY23 Budget ←



Santa Cruz Port District  
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of May 18, 2022

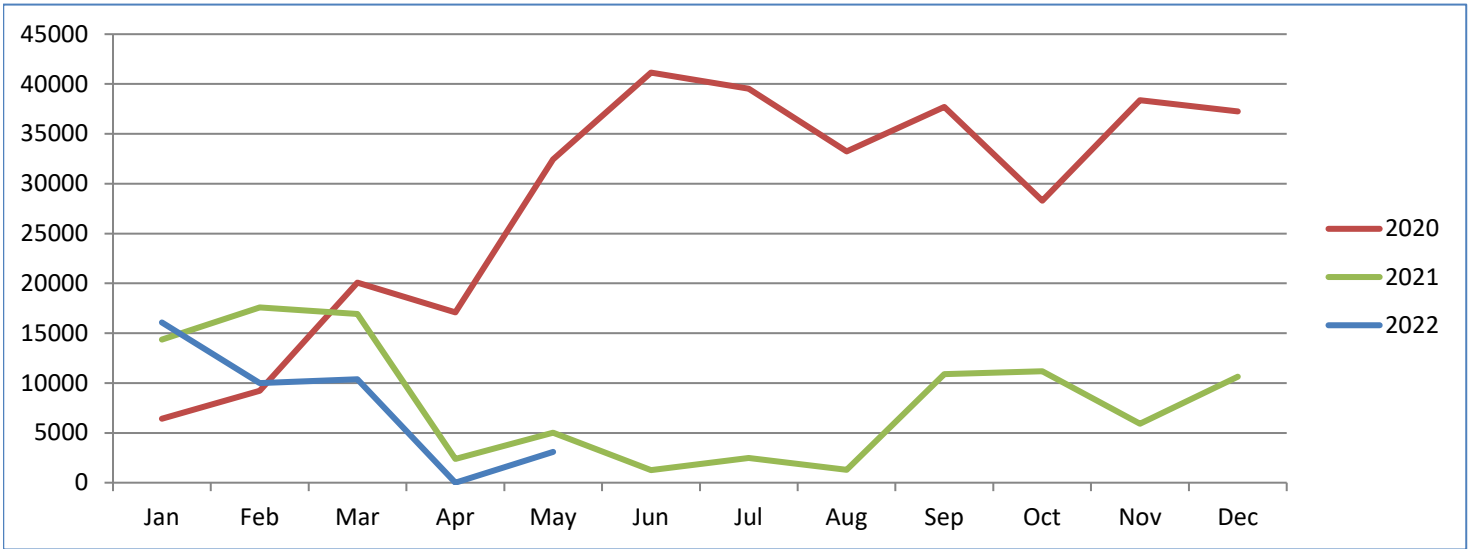
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
55716	38.94	1,075.94	868.97	0.00	1,983.85
47248	447.92	444.46	403.20	0.00	1,295.58
55602	370.17	367.34	310.97	0.00	1,048.48
57912	457.17	302.77	125.83	0.00	885.77
57958	207.04	205.55	177.89	0.00	590.48
58897	207.04	205.55	173.55	0.00	586.14
55494	0.00	397.82	186.94	0.00	584.76
58520	176.97	175.73	148.11	0.00	500.81
57117	158.90	157.80	126.44	0.00	443.14
3574	155.03	153.96	123.96	0.00	432.95
55462	127.93	127.93	116.16	0.00	372.02
59180	93.26	92.70	65.08	0.00	251.04
57443	86.12	85.62	58.27	0.00	230.01
59335	86.12	85.62	58.27	0.00	230.01
<b>Total:</b>	<b>2,612.61</b>	<b>3,878.79</b>	<b>2,943.64</b>	<b>0.00</b>	<b>9,435.04</b>



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

The following accounts have balances 90 days delinquent or greater as of May 13, 2022

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
3330	748.41	722.69	701.12	631.28	2,803.50		Revoke
59015	86.47	85.97	83.62	42.51	298.57		Revoke
<b>TOTAL:</b>	<b>834.88</b>	<b>808.66</b>	<b>784.74</b>	<b>673.79</b>	<b>3,102.07</b>		







TO: Port Commission  
FROM: Sean Rothwell, Assistant Harbormaster  
DATE: May 5, 2022  
SUBJECT: Harbor Patrol Incident Response Report – April 2022

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

- 4/7/22 Harbor Patrol responded to a report of a disabled vessel in the area of the Mile Buoy. Upon arrival, Harbor Patrol located a vessel that had lost power and towed the vessel back to harbor without incident.
- 4/10/22 Harbor Patrol responded to a report of a missing outrigger canoe last seen in the area of Natural Bridges. Harbor Patrol assisted in an extensive multiagency search of the area. Paramedics later located the victim on Moss Landing Beach.
- 4/23/22 Harbor Patrol responded to a report of an unidentified object in the water in the area of Cowell's Beach. Harbor Patrol conducted a search of the area and located a surfboard adrift. No signs of distress were found. Harbor Patrol returned to harbor without incident
- 4/24/22 Harbor Patrol responded to a report of a sailboat in distress in the area of West Cliff Drive. Upon arrival, the vessel operator indicated he was not in distress. Harbor Patrol returned to harbor without incident.
- 4/24/22 Harbor Patrol responded to a report of a vessel in distress in the area of Cowell's Beach. Upon arrival, Harbor Patrol located a vessel that had lost power and was dragging anchor toward the surf. Harbor Patrol towed the vessel back to harbor without incident.
- 4/26/22 Harbor Patrol responded to a report of a vessel adrift in the area of Seabright State Beach. Upon arrival, Harbor Patrol located an unattended vessel that was dragging anchor toward the surf. Harbor Patrol secured the vessel at anchorage.
- 4/30/22 Harbor Patrol responded to a report of two kayakers in distress in the area of Twin Lakes State Beach. Upon arrival, both kayakers indicated they were not in distress. Harbor Patrol returned to harbor without incident.

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

- 4/1/22 Harbor Patrol responded to a report of a verbal altercation between two subjects in the area of S-dock. Harbor Patrol deescalated the situation and cleared the scene without incident.

- 4/6/22 Harbor Patrol responded to a report of a verbal altercation between two subjects in the area of V-dock. Harbor Patrol deescalated the situation. One subject was cited for unpermitted berthing (*Port Ordinance Section 300 – Berthing Permit Required*).
- 4/8/22 Harbor Patrol took an accident report after a vehicle inadvertently struck a bollard near the concession lot entry gate. The driver of the vehicle reimbursed the District for damages. No injuries reported.
- 4/10/22 Harbor Patrol responded to a report of suspicious activity onboard a vessel in the harbor entrance. Harbor Patrol intercepted the vessel and apprehended an armed suspect wanted in connection with a homicide investigation in Humboldt County. Harbor Patrol transported the suspect to the launch ramp where he was taken into custody by Santa Cruz Police.
- 4/13/22 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.
- 4/14/22 At the request of the Santa Cruz Police Department (SCPD), Harbor Patrol assisted with traffic control after a vehicle collision occurred in the area of East Cliff Drive and Hiawatha Avenue.
- 4/16/22 Harbor Patrol took an accident report after a vehicle collided with a signpost in the area of L-Dock. Minor damage reported. No injuries reported.
- 4/22/22 Harbor Patrol responded to a report of a HydroHoist that had failed and was partially submerged. Upon arrival, Harbor Patrol assisted TowBoatU.S. in relocating the HydroHoist to be hauled out at the boatyard and properly disposed of by the owner.
- 4/27/22 Harbor Patrol responded to a report of a medical emergency in the area of H-dock after a subject sustained a possible stroke. Upon arrival, paramedics were on scene evaluating the victim. The victim was transported to Dominican Hospital for further evaluation.
- 4/28/22 Harbor Patrol responded to a report of a vessel taking on water in the area of W-dock. Harbor Patrol dewatered the vessel with assistance from TowBoatU.S. and the vessel was trailered out at the launch ramp.

**April Parking Citations: 256**

# Port Commission Review Calendar 2022-23

## 2022

### January-March

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

### April-June

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

### July-September

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

### October-December

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

### Committee Review Items (timeline not specified)

- Comprehensive Review of Charter Fees
- Public Benefit Discount Policy

### Key

- Pending
- In process
- ✓ Done

## 2023

### January-March

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

### April-June

- Dredge Report 2023-24

### July-September

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

### October-December

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

### Future Calendar

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