



Regular Public Session of March 27, 2018

**Santa Cruz Port Commission
MINUTES**

Commissioners Present:

Dennis Smith Chairman
Toby Goddard Commissioner
Reed Geisreiter Commissioner
Darren Gertler Commissioner

Commissioners Absent:

Stephen Reed Vice-Chairman

REGULAR PUBLIC SESSION – 7:00 PM

Chairman Smith brought the regular public session to order at 7:00 PM at the Santa Cruz Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA 95062.

1. Pledge of Allegiance
2. Oral Communication

Slip renter Niels Kisling discussed his concern that slip renter Skip Ely purportedly has a special arrangement with Port Commissioner Geisreiter and receives additional parking stickers, which Mr. Ely then distributes to crew members of his sailing vessel. Mr. Kisling expressed his belief that he has a right to know more about this special arrangement. No further discussion of the matter ensued. Chairman Smith recommended that Mr. Kisling follow-up with Harbormaster Marshall to discuss his concerns.

Chairman Smith stated that the opening of recreational salmon season is scheduled for Saturday, April 7, 2018, and the ocean salmon sport regulations currently indicate the season is open April 7-30, from Pigeon Point to the U.S./Mexico border (Monterey and south).

Chairman Smith distributed a draft letter to the Pacific Fisheries Management Council (PFMC) for Commission review. There was consensus among the Commission to send the letter to the PFMC, prior to PFMC's board meeting.

Port Director Olin invited Commissioners to view the aluminum dock gate prototype, which is on display outside of the public meeting room tonight. She stated that an update on the project will be presented to the Commission for discussion and review at a future meeting.

CONSENT AGENDA

3. Approval of Minutes
 - a) Special Closed Session of February 13, 2018
 - b) Special Public Budget Session of February 13, 2018

c) Special Closed & Regular Public Session of February 27, 2018

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Geisreiter to approve the consent agenda.
- *Motion carried. Vice-Chairman Reed ABSENT.*

REGULAR AGENDA

4. Aldo's Seawall Replacement Project Update by Mesiti-Miller Engineering

Discussion: Dale Hendsbee of Mesiti-Miller Engineering (MME) gave a presentation on the status of the Aldo's Seawall Replacement Project.

Mr. Hendsbee fielded questions from the Commission about project design, schedule, estimated costs and the permitting process. He highlighted the following:

- Proposed seawall design is a sheet-pile wall with tie-backs, constructed seaward of the existing wall;
- Estimated project cost is approximately \$1.9 million (this amount is higher than anticipated due to higher mobilization and demobilization costs);
- Cost of contingency was reduced from 20% to 15%;
- MME has hired a sub-contractor, Harris and Associates (who is working with the local firm EcoSystems West Consulting Group), to obtain necessary project permits;
- Process of obtaining project permits is ongoing.

Commissioner Goddard requested further research be done to ensure that the proposed project and tie-backs remain within the Port District's property.

The Commission thanked Mr. Hendsbee for his report.

5. Consideration of Application for Additional 6-Pak Charter Operation – T. Dolan

Discussion: Port Director Olin introduced Tom Dolan of *Santa Cruz Charters*.

Harbormaster Marshall stated that Mr. Dolan has operated a 6-pak charter business, *Santa Cruz Charters*, out of his commercial fishery slip on S-dock since 2007. She stated that Mr. Dolan is unable to accommodate current demand with only one 6-pak charter vessel, so he is requesting Commission approval to operate an additional 6-pak charter.

Harbormaster Marshall stated that Mr. Dolan is a certified Coast Guard captain with a 100-ton rating and is in good standing with the Port District.

Mr. Dolan thanked the Commission for their consideration and stated that he plans to purchase a new 28' to 32' commercial fishing vessel, if his request is approved. Mr. Dolan stated that he currently runs approximately 190 charters per season (April 1, through December 31), and estimates that he will double that number with approval of a second 6-pak operation.

Mr. Dolan stated that he intends to berth the new vessel in a commercial fishery slip, which Harbormaster Marshall confirmed is available and offered outside of the regular waiting list through the commercial fishery slip program.

Chairman Smith expressed concern about the potential for increased competition between existing charter operations. He expressed concern that Mr. Dolan may not be referring additional business to other charter operators, as pledged when other charters were approved by the Commission. Chairman Smith stated that while he appreciates Mr. Dolan's request, he is not supportive of authorizing an additional 6-pak charter operation.

Mr. Dolan responded that he is proposing to fill an unmet need, noting that other charter operations are often unavailable. He stated that it is his goal to bring more fishing business to Santa Cruz Harbor, not less.

Commissioner Geisreiter and Commissioner Goddard expressed support for Mr. Dolan's request.

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to authorize an additional 6-pak charter operation for Tom Dolan of *Santa Cruz Charters*.

Discussion: Commissioner Gertler asked if he can abstain from voting on this agenda item. Port Director Olin explained that a quorum is needed (three affirmative votes), in order for the motion to carry.

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to authorize an additional 6-pak charter operation for Tom Dolan of *Santa Cruz Charters*.

- *Motion carried. Commissioner Goddard, Geisreiter, and Gertler voting YES. Chairman Smith voting NO. Vice-Chairman Reed ABSENT.*

6. Consideration of Application for Additional 6-Pak Charter Operation – Pacific Yachting & Sailing

Discussion: Port Director Olin stated that Chardonnay Sailing Charters (Chardonnay) has requested authorization to operate an additional 6-pak charter, as part of the Pacific Yachting & Sailing (PYS) fleet.

Port Director Olin stated that staff has reviewed the request and determined that the arrangement constitutes a charter and a sublease of slip. She stated that fees will be charged accordingly for both the charter and sublease, if approved.

She stated that Mr. Kraft will be required to maintain full ownership of the vessel, and he will be subject to all District regulations governing slip license and vessel use. She stated that Mr. Kraft and Chardonay will be required to execute a standard sublease agreement at the harbor office.

Kris Reyes of Santa Cruz Seaside Company/Chardonay thanked Commissioners for their consideration.

PYS representative, Darci Bogdan, stated that *La Paz* would be the only vessel in the PYS fleet that is operated by a tiller instead of a steering wheel. She stated that this distinction makes *La Paz* especially appealing as a training tool when teaching sailing fundamentals to new students.

In response to a question posed by Commissioner Geisreiter, Port Director Olin confirmed that *La Paz* would be a part of the PYS fleet, which operates under the umbrella of Chardonay Sailing Charters.

In response to a question posed by Commissioner Geisreiter, Port Director Olin stated that a standard sublease agreement is permitted for up to six months, and a three month extension may be granted by the Harbormaster. She stated that an extension of a sublease agreement beyond nine months requires Commission approval.

Commissioner Geisreiter stated that he is supportive of the request, and suggested that the Commission authorize the sublease for a two-year period, with an expiration date of March 31, 2020.

Commissioner Geisreiter requested that Mr. Reyes resubmit the original application under the correct corporate entity name. Commissioner Goddard agreed, and requested that a correction be made to Page 28 of the packet (paragraph 3), to reflect that there is only one 6-pak charter vessel.

Commissioner Gertler asked for additional information about *La Paz's* operating plan. PYS representative Darci Bogdan stated that *La Paz* will be used for American Sailing Association basic sailing and seamanship classes and will typically have 3-4 students on board.

Commissioner Goddard stated that he is supportive of the request, emphasizing that the addition of a tiller sailing vessel in the PYS fleet will be beneficial for training purposes.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Geisreiter to authorize the request made by Chardonay Sailing Charters (dba Pacific Yachting and Sailing) to operate an additional 6-pak charter from a subleased slip (FF-11), as a part of the Pacific Yachting and Sailing fleet, and authorize a two-year sublease agreement between Marc Kraft and Chardonay Sailing Charters, expiring March 31, 2020.
- *Motion carried. Vice-Chairman Reed ABSENT.*

7. Award of Contract for the Pile Repair and Replacement Project 2018 – Phase I

Discussion: Port Director Olin stated that a request for proposals (RFP) for the Pile Repair and Replacement Project 2018 (Phase I) was advertised, commencing March 2, 2018. Port Director Olin stated that two bids were received and Bellingham Marine Industries, Inc., was the low bidder.

Port Director Olin stated that staff has obtained all necessary permits for the project, which authorize work to be completed over a 5-year period, ending in November 2022.

Chairman Smith asked for an anticipated commencement date for the project. Port Director Olin stated that the pile driving work window is June 15, to November 30, each year of the permit. She added that the permit limits pile removal and pile driving to 6 each per day, and Bellingham plans to use a water jetting technique to install pilings.

Commissioner Goddard stated that disposal costs for the project seem high and asked if any portion of the bid, relative to pricing, can be negotiated. Port Director Olin recommended the bid be accepted, with any changes addressed through a change order process. Additionally, FME Kerkes stated that higher disposal costs are typically associated with creosote piles, which is what the District will be removing and replacing.

Commissioner Goddard asked if there is a need for outside engineering inspection services to assist with project oversight. Port Director Olin stated that daily work inspections will be completed in house, by Facilities Maintenance and Engineering Manager Kerkes.

MOTION: Motion made by Commissioner Gertler, seconded by Commissioner Goddard to adopt the plans and specifications, award the contract to Bellingham Marine Industries, Inc.; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount of \$876,250.00 for construction; and approve an appropriation from the Capital Improvement Project fund and any other funding source identified for the amount of the contract, plus a 10% contingency.
- *Motion carried. Vice-Chairman Reed ABSENT.*

8. Review / Consideration of Capital Improvement Project Financing Options (\$3,350,000)

Discussion: Port Director Olin stated that the District will be undertaking two significant Capital Improvement Projects (Aldo's Seawall Replacement Project and the Pile Repair and Replacement Project), over the next 1 to 2 years. She stated that the Port District has adequate cash reserves to proceed with both of these projects, but at the Commission's request, she is presenting preliminary financing options for review and consideration.

Port Director Olin stated that preliminary financing proposals were solicited from BBVA Compass Bank, the bank currently servicing the District's long-term debt, and Weist Law, a local firm that served as bond counsel for the 2013 debt refinance proceeding.

Port Director Olin stated that the financing proposals present various rate and term options for consideration by the Commission. A discussion ensued regarding the financing proposals.

Commissioner Goddard stated that he is supportive of pursuing financing options for long-term infrastructure projects. He acknowledged that utilizing cash reserves to fund the projects reduces overall expenses to the District because interest is not being paid, but noted that the District should consider any impacts associated with depleting cash reserves. He stated that he is also interested in looking into the possibility of utilizing a combination of cash and financing. Commissioner Goddard noted that financing long-term assets ensures that future rate payers participate in funding infrastructure projects they will benefit from. He stated that the Port District's current debt is drastically reduced in 8-12 years.

Commissioner Gertler expressed support for utilizing cash reserves rather than financing. He stated that adequate cash reserves are available to fund these projects. Chairman Smith agreed, emphasizing that there may be future projects that require financing. Chairman Smith stated that the District should keep its loan options available for future use. He noted that the west side seawall is a long-term, important infrastructure project that will need to be financed.

Commissioner Geisreiter stated that he is supportive of exploring the financing option with BBVA Compass Bank, because of the aggressive interest rate (3.38%) that is being offered. He stated that he is supportive of researching investment options for the District's current cash reserves, as a way to generate additional interest income.

Port Director Olin stated that in the event a financing option is selected for the Pile Repair and Replacement Project and work on the project is completed prior to financing documents being executed, a reimbursement resolution can

be adopted, which would allow the District to fund the Pile Repair and Replacement project through financing rather than cash reserves.

Commissioner Goddard suggested that this topic be sent to the Business-Finance Committee for review; however, the committee is comprised of Chairman Smith and Commissioner Geisreiter, so it was agreed that it is unlikely consensus will be reached. Commissioner Geisreiter suggested tabling this item. Consensus was not reached. Chairman Smith stated that this topic can be placed on a future agenda, when the full Commission is present, noting Vice-Chairman Reed's absence. Port Director Olin stated that she can add it to a future agenda.

9. Approval of Cash / Payroll Disbursements – February 2018

Discussion: Port Director Olin noted that warrant #49239, in January's cash / payroll disbursements report, was related to hazmat disposal of an illegal encampment.

MOTION: Motion made by Commissioner Gertler, seconded by Commissioner Geisreiter to approve the Cash / Payroll Disbursements for February 2018, in the amount of \$365,689.10.

- *Motion carried. Vice-Chairman Reed ABSENT.*

INFORMATION

10. Port Director's Report.

Twin Lakes Beachfront Project Update

Port Director Olin reported that the application of the shotcrete on the seawall is scheduled to begin early next week. Once the shotcrete is applied, it will take approximately three weeks to cure.

Port Director Olin stated that the County hopes to complete construction of the coastal protection structure and return sandy beach areas to public use by Memorial Day weekend, weather permitting.

PG&E North Harbor Pipeline Project

Port Director Olin stated that she has forwarded information to District legal counsel regarding easement agreements with PG&E, which the Commission will review in a future closed session.

2018 Special Districts Legislative Days

Port Director Olin stated that Commissioner Goddard will be attending the California Special District Leadership Foundation's Legislative Days in May 2018, which will provide valuable information to assist the Port District in obtaining its District of Distinction Accreditation.

O'Neill Sea Odyssey Education Center

Port Director Olin stated that O'Neill Sea Odyssey (OSO) plans to place a bronze plaque outside of 2222 East Cliff Drive, naming OSO's education center after Jack O'Neill and Harry Hind.

Santa Cruz Harbor Wifi

Port Director Olin stated that liveaboard Dennis Davie has requested that the Port District provide fast, reliable wifi access in the harbor. A discussion ensued regarding the installation of wifi in the harbor and the public bidding process required.

11. California Marine Affairs and Navigation Conference Debrief

Commissioner Goddard stated that he and Port Director Olin attended the California Marine Affairs and Navigation Conference (CMANC) in Washington D.C. He stated that the conference was valuable, and he and Port Director Olin advocated for the harbor's continued relationship with the U.S. Army Corps of Engineers and established relationships with legislators, including Congressman Jimmy Panetta.

12. Harbormaster's Report

Commissioner Gertler suggested that staff increase outreach efforts (i.e. signage, flyer, etc.), to advise mariners of entrance channel conditions, in preparation for a busy salmon season. Port Director Olin agreed.

13. Facilities Maintenance & Engineering Manager's (FME) Report

Facilities Maintenance & Engineering Manager (FME) Kerkes stated that crews have deployed the Toyo pump to assist with dredging in the culvert area in the north harbor. He stated that the Toyo pump has proven to be very effective in dredging coarse-grained material. He stated that the pump's utility is currently limited by the reach of the harbor's crane, so staff is researching alternative deployment options.

A discussion ensued regarding entrance channel conditions. FME Kerkes stated that the dredge crew will continue to work to deepen the channel and shoulder areas to build capacity. He stated that the final step will be to dredge the sandy shoal which lies south of the west seawall (near Aldo's Restaurant), which will require Harbor Patrol to provide vessel traffic control while this work is underway. Port Director Olin stated that the dredge crew has extended their work schedule to include most Fridays in April.

FME Kerkes reported that the Kubota backhoe has sold for \$8,400 on online auction (public surplus), and the sale of the Caterpillar loader is pending.

14. Bi-Annual Slip Vacancy Report / Waiting List Statistics

Commissioner Goddard asked if the north harbor vacancies reflected in the report are due to shoaling in the X/J channel. Harbormaster Marshall confirmed that these slips are not rentable due to shoaling, and staff anticipates that these slips will be offered in April.

Chairman Smith observed that the number of slips offered each month is significantly higher than the number of slips accepted.

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

16. Review of Financial Reports *(There was no discussion on this agenda item)*

a) Comparative Seasonal Revenue Graphs

17. Crime / Incident / Citation Report – February 2018.

Commissioner Gertler asked for additional information regarding the two break-in incidents reported on G-Dock. Harbormaster Marshall stated that the incidents could be related, but there is no suspect information available.

18. Written Correspondence *(There was no discussion on this agenda item)*

a) Email from B. Cooper to Senior Deputy Harbormaster D. Kinnamon

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

Chairman Smith adjourned the regular public session at 8:54 pm.

Dennis Smith, Chairman

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



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

TO: Port Commission
FROM: Holland MacLaurie, Administrative Services Manager
DATE: April 16, 2018
SUBJECT: Approval of Sublease Agreements – 2222 E. Cliff Drive, Suite 208
(Tenant: Dr. Donald Markle)

Recommendation: *Approve O'Neill Sea Odyssey sublease agreement.*

BACKGROUND

Dr. Donald Markle currently subleases Suite 208 at 2222 East Cliff Drive. The tenant seeks to extend the lease term through December 31, 2019.

ANALYSIS

The terms of the lease agreement are below:

Suite 208

Tenant: Dr. Donald Markle
Term: July 1, 2018 – December 31, 2019
Rent: \$747.45 / month (\$4.53 SF)
Area: 165 SF
Use: Office – Office Space
Insurance: \$1 million, with Santa Cruz Port District named as additional insured

IMPACT ON PORT DISTRICT RESOURCES

There is no impact on Port District resources associated with the subleases.

ATTACHMENTS: A – Lease for Suite 208

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease ("Fourth Amendment"), dated for reference purposes only as March 8, 2018, is made by and between O'Neill Sea Odyssey, a California nonprofit corporation ("Landlord") and Dr. Donald Markle, an individual ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease dated December 7, 2009 ("Lease"), for certain Premises consisting of 165± square feet and commonly known as 2222 East Cliff Drive, Suite 208, Santa Cruz, California ("Premises").

B. The capitalized terms used and not otherwise defined herein shall have the same meanings and definitions as set forth in the Lease.

AMENDMENT PROVISIONS

1. Term. The Lease Term for the Premises shall be modified to continue in force from July 1, 2018, until it expires on December 31, 2019 ("New Term").

2. Base Rent. From 7/1/2018 until 12/31/2019: \$747.45/month.

3. General:

3.1 Effect of Amendment; Ratification. Except as otherwise modified by this Sixth Amendment, the Lease shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Sixth Amendment, the terms and conditions of this Sixth Amendment shall prevail.

3.2 Attorney's Fees. The provisions of the Lease respecting payment of attorney's fees shall also apply to this Sixth Amendment.

3.3 Counterparts. If this Sixth Amendment is executed in counterparts, each counterpart shall be deemed an original.

3.4 Authority to Execute Amendment. Each individual executing this Sixth Amendment on behalf of a partnership or corporation represents that he or she is duly authorized to execute and deliver this Sixth Amendment on behalf of the partnership and/or corporation and that this Sixth Amendment is binding upon the corporation or partnership in accordance with its terms.

3.5 Governing Laws. This Sixth Amendment and any enforcement of the agreements and modifications set forth above shall be governed by and construed in accordance with the laws of the State of California.

4. **Tenant Improvements:** Landlord shall not be required to provide any Tenant Improvements to the Premises during the New Term or any subsequent Extension Terms.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the date and year first above written.

LANDLORD:
O'Neill Sea Odyssey,
a California nonprofit corporation

By:



Its: Executive Director

TENANT:
Donald Markle



DATED: March 8, 2018

DATED: MARCH 21, 2018

SANTA CRUZ PORT DISTRICT

By:

Its: _____

DATED: _____, 2018

Santa Cruz Port District
Resolution 18-04
April 24, 2018

ON THE MOTION OF _____

SECONDED BY _____

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

Santa Cruz Port District

To the County Clerk of Santa Cruz County:

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

CHECK ONE:

- at large or
 by division

at the general election scheduled for November 6, 2018, are as follows:

<u>OFFICE</u>	<u>INCUMBENT'S NAME</u>	<u>TERM</u>
Commissioner	Toby Goddard	Ends December 2018
Commissioner	Reed Geisreiter	Ends December 2018

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

- (2) WHEREAS, The qualifications of a nominee of an elective officer of the district are as follows: must be a registered voter in the district.
- (3) WHEREAS, The Candidate's Statement of Qualifications shall be limited to 200 words; and,

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

WHEREAS, candidates for special districts pay the County Clerk.

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

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

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

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

APPROVED:

Dennis Smith, Chairman

Signature (District Secretary)

Dated: _____

Santa Cruz Port District
Resolution 18-05
April 24, 2018

ON THE MOTION OF _____

SECONDED BY _____

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

SANTA CRUZ PORT DISTRICT

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

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

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

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

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

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

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

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

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 6, 2018;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the Santa Cruz Port District hereby orders an election be called and consolidated with any and all elections also called to be held on November 6, 2018, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Santa Cruz Port District and requests the Board of Supervisors of the County of Santa Cruz to order such consolidation under Elections Code Section 10401, 10403 and 10418.

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

BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Elections Department conduct the election for the following offices on the November 6, 2018 ballot:

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

PASSED AND ADOPTED this 24th day of April, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Dennis Smith, Chairman

Attested: _____
Secretary

Contact Information/Incumbent Roster

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

<u>Incumbents' Name/Address</u>	<u>Date Elected/Appointed</u>	<u>Term of Office</u>
Reed Geisreiter	November 2014	4 years
Toby Goddard	November 2014	4 years
Dennis Smith	November 2016	4 years
Stephen Reed	November 2016	4 years
Darren Gertler	November 2016	4 years

Administrative Calendar

Jurisdictions Consolidating Elections with the November 6, 2018 General Election

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

Please call 831-454-2060 or email info@votescount.com if you have any questions or comments or visit our website at www.votescount.com Thank you.

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

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

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

<p>July 2 – July 16 (E-127 to E-113)</p>	<p>Cities Publish Election Notice Between these dates, any city that is consolidating an election with the November general will publish a Notice of Election one time in a newspaper of general circulation stating:</p> <ul style="list-style-type: none"> • The date and polling hours of the election • Any offices to be filled and any measure to be voted on, including a synopsis of each measure. <p style="text-align: right;">§12101, 12111</p>
<p>July 4* (E-125)</p>	<p>Special Districts & Cities Deliver Notice of Election to County Clerk Last day for district secretaries and City Clerks to deliver Notice of Election listing the elective offices to be filled and any measure (if known at the time) to be voted on and to deliver a map of the District or City to the Elections Department. Cities and special districts should include in the notice how a tie vote will be resolved.</p> <p style="text-align: right;">§10509, 10522, 10524, 10551, 15651</p>
<p>July 6 (E-123)</p>	<p>Schools to Deliver Specifications of the Election Order – Candidates Last day for a school board conducting a governing board election to deliver a resolution known as “Specifications of the Election Order” and file it with the county Superintendent of Schools and the Santa Cruz County Clerk, stating the date and purpose of the election.</p> <p style="text-align: right;">Ed. Code §5322</p> <p>A clause to determine a tie vote is included in the “Specifications of the Elections Order”.</p> <p style="text-align: right;">Ed. Code §5016</p>

<p>July 9 – Aug. 8 (E-120 to E-90)</p>	<p>Notice of Election Between these dates the County Clerk, as a matter of policy, will publish a Notice of Election containing the date of the election, the offices to be filled, where nomination papers are available, and the deadline for filing Declarations of Candidacy. Notice of central counting place may be combined with this notice. §12109, 12112</p>
<p>July 16 – Aug 10 (E-113 to E-88)</p>	<p>Candidate Nomination Period Candidates obtain and file their Declaration of Candidacy for school and special district boards, and, if applicable, file Candidate’s Statement of Qualifications. Forms are obtained from and filed with the county Elections Department. §10510, 13307, 13311</p> <p>Candidates for city office must be nominated by not less than 20 nor more than 30 voters in cities with 1,000 or more registered voters. The nomination papers shall be accompanied by an affidavit of the nominee that he or she will accept the office if elected. Nomination documents shall be obtained from and filed with the City Clerk. §10220-10230, Gov. Code §36503</p> <p>When nomination and/or candidacy papers are issued, the elections official shall provide candidates with:</p> <ul style="list-style-type: none"> • the rules governing conflicts of interest and campaign statements (candidates for city offices must file with Declaration of Candidacy); • rules governing candidate statement charges and filings; and • a blank form of the “Code of Fair Campaign Practices” and copies of Election Code §20440-20444.
<p>July 18 (E-111) (Date designated by SOS)</p>	<p>Statewide Candidate Statements Due Last day for candidates for State Constitutional Office and U.S. Senate to submit 250-word candidate’s statement and picture for publication in the State Voter Guide. SOS deadline</p>
<p>July 31 (E-98)</p>	<p>Semiannual Campaign Statement Last day to file semiannual campaign statements, if required, by all candidates and committees. For period ending 6/30/2018. Gov. Code §84200, 84218</p>
<p>July 31 (E-98)</p>	<p>Change of Candidate’s Ballot Designation Last day for candidates to request in writing to both the Secretary of State and Elections Department that a different ballot designation be used for the November election than the designation used at the primary election. This request must be accompanied by a ballot designation worksheet. §13107(e), CCR, Title 2, Chap. 7, §20711(e)</p>

<p>Aug. 8 – Nov. 6 (E-90 - E)</p>	<p>24-hour Contribution Reports</p> <p>During the 90 days immediately preceding an election and including Election Day, the following contributions that total in the aggregate of \$1,000 or more must be reported within 24 hours to the county elections official.</p> <ul style="list-style-type: none"> • 496: File if independent expenditures of \$1,000 or more are made. • 497: File if a contribution of \$1,000 or more in the aggregate is received from a single source. • 497: File if a contribution of \$1,000 or more in the aggregate is made to a candidate or measure being voted upon November 6, 2018, or to a political party committee. • The recipient of a non-monetary contribution of \$1,000 or more must file a Form 497 report within 48 hours from the time the contribution is received. <p>File by fax, guaranteed overnight delivery service, personal delivery, or online if available.</p> <p style="text-align: right;">Gov Code §82036, 84203, 84203.3</p>
<p>Aug. 8 – Nov. 6 (E-90 - E)</p>	<p>24-hour Independent Expenditure Reports</p> <p>During the 90 days immediately preceding an election and including Election Day, all candidates and committees that make an independent expenditure of \$1,000 or more to support or oppose a single candidate for elective state or local office or a single state or local ballot measure must report the expenditure within 24 hours to the Secretary of State’s Office or county elections official, whomever receives the campaign statements.</p> <ul style="list-style-type: none"> • 496: File if independent expenditures of \$1,000 or more are made. • 462: New Verification Requirements. Campaign committees that make independent expenditures of \$1,000 or more must verify that the expenditures are, in fact, not coordinated with the relevant candidate or ballot measure committee and that the committee is reporting all contributions and reimbursements. <p>File 496 with the appropriate filing officer by personal delivery, e-mail, guaranteed overnight service, fax or online, if available. File 462 by email to form462@fppc.ca.gov</p> <p style="text-align: right;">Gov Code §82036.5, 84204, 85500, 85501, 85505</p>
<p>By Aug. 10 (E-88)</p>	<p>Candidate’s Statement – Congressional, Legislative, Superior Court, Board of Supervisors, County Candidates, Cities, School & Special Districts</p> <p>By this date, nominees may prepare a statement of qualifications, not to exceed 250 words for federal and state offices, 200 for county, city and district offices, to be included in the County Voter Information Guide. The statement shall be filed and paid for at the time it is filed. Obtain cost information from the Elections Department.</p> <p style="text-align: right;">§13307</p>

<p>Aug. 10 (E-88)</p>	<p>Last Day to Submit Resolutions of Consolidation Final deadline for the governing body of a district, city, school or other political subdivision which requests consolidation of a local election for candidates and/or measures to file the request with the county Elections Department. Earlier filing dates are encouraged in order to meet printing schedule.</p> <p>Whenever resolutions calling for a measure to be placed on the ballot are filed, immediately after that filing date will be a 10-day public inspection period. Documents will be on public display at the Elections Department, 701 Ocean St., Room 210, Santa Cruz.</p> <p>During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted.</p> <p style="text-align: right;">§9190, 9380, 10401, 10402, 10403</p>
<p>Aug. 10 (E-88)</p>	<p>Deadline for Filing Tax Rate Statement for Bond Measures Last day to file Tax Rate Statement for any bond measure appearing on the November ballot.</p> <p style="text-align: right;">§9401</p>
<p>Aug. 10 (E-88)</p>	<p>Notification of Mail Ballot Precinct Last day for the county elections official to determine that there are 250 or fewer persons registered to vote in any precinct. The county elections official may then mail to each voter a vote-by-mail ballot along with a statement that there will be no polling place for the general election.</p> <p style="text-align: right;">§3005</p>
<p>Aug. 11 – 15 (E-87 to E-83)</p>	<p>Extension of Nomination Period If the incumbent does not file by 5 p.m. on August 10, there is a 5-day filing extension for anyone other than the incumbent to file for office.</p> <p style="text-align: right;">§10516</p>
<p>Aug. 15 (E-83)</p>	<p>Insufficient Number of Nominees Special Districts: If by 5 p.m. on this day, only one person has been nominated or an insufficient number of persons have been nominated to fill an office or offices, and a petition signed by 10% or 50 voters (whichever is the smaller number) has not been submitted, the elections official shall certify this fact to the Board of Supervisors. A person who has filed a Declaration of Candidacy shall be appointed by the Board of Supervisors at a regular or special meeting held prior to the first Monday before the first Friday in December. If no one filed, another qualified person shall be appointed by the Board of Supervisors on or before November 6 and shall take office and serve as if elected</p> <p style="text-align: right;">§10515</p>

<p>Aug. 15 (E-83)</p>	<p>Insufficient Number of Nominees</p> <p>Schools/County Boards of Education: If by 5 p.m. on this day, only one person has been nominated or there are no nominees for the office(s) to be filled or in the case of members elected at large or by trustee areas, there are fewer than the number to be elected, and no petition is signed by 10% or 50 voters (whichever is the smaller number), an appointment will be made. The qualified person nominated shall be seated at the organizational meeting of the board, or, if an insufficient number is nominated, the governing board shall appoint as necessary at a meeting prior to Election Day. Persons so appointed shall be seated at the organizational meeting as if they had been elected.</p> <p>In the event no one is nominated, the governing board shall publish a notice one time in a newspaper of general circulation in the district stating the board intends to make an appointment and informing the public how to apply for the office.</p> <p style="text-align: right;">Ed. Code §5326, 5328, 5328.5</p>
<p>Aug. 16, 11 a.m. (E-82)</p>	<p>Randomized Alphabet Drawing</p> <p>Secretary of State shall conduct the randomized alphabet drawing to determine the order in which the candidates will appear on the November ballot.</p> <p>On this same day, the County Clerk shall conduct a randomized alphabet drawing for the offices of State Senate and Assembly.</p> <p style="text-align: right;">§13112(b)(1)(C)(i)</p>
<p>Aug. 17 (E-81)</p>	<p>Deadline to File Arguments, Analyses for Measures</p> <p>Arguments for or against any local measure called for the November 2018 election are due by 5 p.m.</p> <p style="text-align: right;">§9163, 9316</p> <p>County Counsel to submit analysis for county and school/special district measures.</p> <p style="text-align: right;">§9160, 9313</p> <p>City attorney to submit analysis of city measures.</p> <p style="text-align: right;">§9280</p> <p>County Auditor, if previously directed by the Board of Supervisors, to submit fiscal analysis of measures.</p> <p style="text-align: right;">§9160</p> <p>Arguments and analyses are public after the 5 p.m. deadline. (Department Policy)</p>

<p>Aug. 18 – 27 (E-80 to E-71)</p>	<p>10-day Public Inspection for Arguments and Analyses 10-day public inspection of arguments filed by August 17. During the 10-calendar-day public examination period provided by this section, any voter of the jurisdiction in which the election is being held, or the county elections official, himself or herself, may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period.</p> <p style="text-align: right;">§9190</p>
<p>Aug. 24 (E-74)</p>	<p>Deadline for Filing Rebuttals to Measures On this date Rebuttal Arguments will be due by 5 p.m.</p> <p style="text-align: right;">§9167, 9317</p> <p>Rebuttals are public after the 5 p.m. deadline. (Department policy)</p>
<p>Aug. 25 – Sept. 4 (E-73 to E-63)</p>	<p>10-day Public Inspection for Rebuttals Documents will be on public display at the Elections Department, 701 Ocean St., Room 210, Santa Cruz.</p> <p>During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all of the materials to be amended or deleted.</p> <p style="text-align: right;">§9190, 9380</p>
<p>Aug. 30 (E-68)</p>	<p>Certified List of Candidates – Federal and State Offices Last day for the Secretary of State to send to each elections official a list showing the name, party preference, and ballot designation of every person who has been nominated as a candidate for public office and is entitled to receive votes within the county at the general election.</p> <p style="text-align: right;">§8148</p>
<p>Aug. 30 (E-68)</p>	<p>Randomized List from Secretary of State By this day, the SOS shall provide to elections officials a list of candidates for each county arranged according to the randomized alphabet drawn on August 16, 2018.</p> <p style="text-align: right;">§8149</p>
<p>Sept. 3 (E-64)</p>	<p>County Holiday – Office Closed</p>

<p>Sept. 7 (E-60)</p>	<p>Military or Overseas Vote-by-Mail Ballot Applications First day the county elections official may process applications for military or overseas voter ballots. Any applications received by the county elections official prior to this day shall be kept and processed on or after this date. If the applicant is not a resident of the county to which he or she has applied, the elections official receiving the application shall forward it immediately to the proper county.</p> <p>A request for a vote-by-mail ballot from a military or overseas voter will be deemed an affidavit of registration and an application for permanent vote-by-mail status</p> <p style="text-align: right;">§300(b), 321, 3102, 3105</p>
<p>Sept. 7 – 17 (E-60 to E-50)</p>	<p>Report of Registration – 60-day County Report During this period, county elections officials shall send to the Secretary of State a summary statement of the number of persons registered by party in their counties and in each political subdivision thereof as of Sept. 7, 2018.</p> <p style="text-align: right;">§2187</p>
<p>Sept. 10 – Oct. 23 (E-57 to E-14)</p>	<p>Statement of Write-in Candidacy & Nomination Papers for local offices only During this period write-in candidates must file their Statement of Write-in Candidacy and Nomination Papers with the county elections official. Write-in candidates are allowed for county offices, school, city, and special districts. U.S. Senate, Congress, State wide offices, Board of Equalization, State Senate and State Assembly do not allow write-ins on the November ballot.</p> <p style="text-align: right;">§8600, 8601</p>
<p>Sept. 13 (E-54)</p>	<p>54-Day Walking Lists Prepared The County Elections Official will prepare the 54-day voter index that is available for purchase upon written application at a cost of 50 cents per 1,000 names.</p> <p style="text-align: right;">§2184</p>
<p>Sept. 22* (E-45) Date fixed by law</p>	<p>State Voter Guides Available By this date, the Secretary of State shall furnish copies of the State Voter Guide to cities, counties, members of the Legislature, proponents of statewide ballot measures, public libraries, and educational institutions.</p> <p style="text-align: right;">§9096</p>

<p>Sept. 27 – Oct. 16 (E-40 to E-21)</p>	<p>Counties Mail County Voter Information Guide / State Voter Guide Mailing Between these dates the county elections official shall mail a Sample Ballot and County Voter Information Guide with a polling place notice to each registered voter.</p> <p>Between these dates the Secretary of State shall mail State Voter Guides to all households in which voters were registered by Friday, Sept. 7 (E-60). The county will do a supplemental mailing of the State Voter Guides to voters who register after Sept. 7.</p> <p style="text-align: right;">§9094, 13303, 13304</p>
<p>Sept. 27 (E-40)</p>	<p>First Pre-Election Statement Last day to file campaign statements for candidates and committees covering the period ending Sept. 22. (E-45).</p> <p style="text-align: right;">Gov. Code §84200.5, 84200.8(a)</p>
<p>Oct. 8* (E-29)</p>	<p>County Holiday – Office Closed</p>
<p>Oct. 8* (E-29)</p>	<p>Establish Precinct Boards and Polling Places Last day for the county Elections Department to appoint board members and polling places and provide a copy to each county central committee and make a copy available to the public.</p> <p style="text-align: right;">§12286, 12318</p>
<p>Oct. 8* (E-29)</p>	<p>Last Day to Register to Vote to Ensure Receipt of County Voter Information Guide Voter registration cards received by this date (postmark NOT ACCEPTABLE) will be added to the rolls and the voters will receive a County Voter Guide. The voters who submit cards after this date will NOT receive a County Voter Guide, only a notice advising the late registrant where to vote and that they can view the County Voter Guide online.</p> <p style="text-align: right;">§9094, 13303</p>
<p>Oct. 8* – Oct. 30 (E-29 to E-7)</p>	<p>Vote-by-Mail Ballot Period – County Mails Ballots to Voters Between these dates voters may apply for a vote-by-mail ballot from the Elections Department. Voters may also obtain a ballot during this period from the County Elections Office and Watsonville City Hall. Due to the holiday on Monday, October 8, county elections will begin to mail ballots on Tuesday to voters registered as a permanent vote-by-mail voter and those who reside in an all mail ballot precinct. Under certain conditions voters may obtain a vote-by-mail ballot after October 30.</p> <p style="text-align: right;">§3001, 3003</p>

<p>Oct. 8* (E-29)</p>	<p>29-Day Walking Lists Prepared The County Elections Official will prepare the 29-day voter index available for purchase upon written application at a cost of 50 cents per 1,000 names.</p> <p style="text-align: right;">§2184</p>
<p>Oct. 22 (E-15)</p>	<p>15-day Voter Registration Last day to register to vote in the general election. The Voter Registration Form shall be mailed (postmarked by this date), received online by midnight, or delivered to the county elections official by this date and is effective upon receipt. The Voter Registration Form may also be submitted by this date to the Secretary of State, Department of Motor Vehicles, or any National Voter Registration Act designated agency. Persons will also be registered to vote when they submit an application for a driver's license or state identification card or provide a change of address.</p> <p style="text-align: right;">52 U.S.C. § 20301, 20501; §300(b), 321, 2102, 3102</p> <p>Last day for military or overseas voters to register to vote.</p> <p>A request for a vote-by-mail ballot from a military or overseas voter, if postmarked on or before this date, will be deemed an affidavit of registration and an application for permanent vote-by-mail status. When a county elections official receives and approves a registration application from a military or overseas voter, the official must provide that voter with a vote-by-mail ballot for each subsequent election for federal office in the state unless the voter fails to vote in four consecutive statewide general elections.</p> <p style="text-align: right;">§3102(e)</p>
<p>Oct. 23 – Nov. 6 (E-14 to E)</p>	<p>Conditional Voter Registration Voters may register and vote a provisional ballot during the 14 days prior to the election, including Election Day. Conditional voter registration is available only at the Santa Cruz County Elections Department and Watsonville City Clerk's Office.</p> <p style="text-align: right;">§2170</p>
<p>Oct. 25 (E-12)</p>	<p>Second Pre-Election Statement The last day to file campaign statements for candidates and committees covering the period from 9/23/2018 to 10/20/2018.</p> <p style="text-align: right;">Gov. Code §84200.5, 84200.8(b)</p>
<p>Oct. 27* (E-10)</p>	<p>Notice of Central Counting Place Last day for county elections official to publish the notice that the general election ballots will be counted at a specified public place. The notice shall be published one time in a newspaper of general circulation in the county.</p> <p style="text-align: right;">§12109</p>

<p>No later than Oct. 30 (E-7)</p>	<p>Publish Polling Places and Precinct Board Members Not less than one week before the election, the elections official shall publish the list of polling places and precinct board members. §12105-12108, Gov. Code §6061</p>
<p>Oct. 31 – Nov. 6 (E-6 to E)</p>	<p>Obtaining a Ballot After the Close of Vote-by-Mail Period in which any voter may apply in writing for a ballot if, because of specific conditions, he/she will be unable to go to the polls. A written statement is not necessary if the ballot is voted in the office of the elections official at the time of the request. The voter may either personally or through any authorized representative return the ballot to the Elections Department or polling place in the county. §3021</p>
<p>Nov. 2 (E-4)</p>	<p>County Campaign Disclosure Statement – 3rd Pre-Election Statement The last day for county candidates to file their disclosure statement for the period 10/21/2018 to 11/1/2018. Santa Cruz County Code §8.04.080(2)c</p>
<p>Nov. 3 & 4 (E-3 to E-2)</p>	<p>Weekend Voting The Santa Cruz County Elections Department and Watsonville City Hall will be open from 9 a.m. to 5 p.m. for weekend voting.</p>
<p>Nov. 6 (E)</p>	<p>General Election Day Polls open at 7 a.m. and close at 8 p.m. §1000, 14212</p>
<p>Nov. 6, 8 p.m. (E)</p>	<p>Semifinal Official Canvass Beginning at 8 p.m. and continuously until completed, the county elections official shall conduct the semifinal official canvass of votes and report totals to the Secretary of State at least every two hours. §15150, 15151</p>
<p>Nov. 6 (E)</p>	<p>Unopposed Judge: Superior Court On this date, the County Clerk declares elected any incumbent superior or municipal court judge who has filed for office but whose name did not appear on either the primary or general election ballots because he or she was unopposed. §8203</p>
<p>Nov. 8 – Dec. 6 (E+2 to E+30)</p>	<p>Official Canvass The official canvass of precinct returns is to be completed during this time. §15301, 15372</p>

<p>Nov. 9 (E+3)</p>	<p>Vote-by-Mail Ballots Returned Via Post Office - Deadline Vote-by-mail ballots that are postmarked on or before Election Day or are time stamped or date stamped by a bona fide private mail delivery company on or before Election Day, and received by the county elections official by the Friday after the election shall be considered received on time.</p> <p>If the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope must be signed and dated by the voter pursuant to Section 3011 on or before Election Day in order to be considered received on time.</p> <p style="text-align: right;">§3017, 3020</p>
<p>Nov. 12 (E+6)</p>	<p>County Holiday – Office Closed</p>
<p>Nov. 22 – 23 (E+16 to E+17)</p>	<p>County Holiday – Office Closed</p>
<p>Dec. 3 (E+27)</p>	<p>State Senators and State Assemblymembers Assume Office Terms begin on the first Monday in December following the election. However, elections may not be certified until December 6.</p> <p style="text-align: right;">CA. Const. Art. IV §2</p>
<p>Dec. 6 (E+30)</p>	<p>Statement of Vote to Board of Supervisors – Certificates of Election Prepared The elections official shall prepare a certified statement of the results of the election and submit it to the Board of Supervisors.</p> <p>The Board of Supervisors shall declare the winners for each office and the results of each measure under its jurisdiction. The county elections official shall make and deliver to each person elected a certificate of election.</p> <p style="text-align: right;">§15372, 15400-15401</p>
<p>Dec. 7 (E+31)</p>	<p>Candidates Elected to Special Districts and School Districts Assume Office <i>Special Districts:</i> Officers declared elected or appointed (i.e. as provided in §10515) take office this date at noon after having taken the oath or posted any bond required by the principal act.</p> <p style="text-align: right;">§10554</p> <p><i>School and Community College Districts:</i> Officers elected to school office take office this date pursuant to Ed. Code §5017, though no reference is made to “noon” as is the case in Elec. Code §10554.</p>

<p>5 days after canvass</p>	<p>Recount May Be Requested</p> <p>Within five (5) days after the completion of the official canvass, any voter may request a recount by filing a written request with the Elections official and specifying that candidates and/or measures are to be recounted.</p> <p>The request may specify the order of the precincts for the recount, and the petitioning voter shall, before commencement of each day's recount, deposit such sum as the official requires to cover costs (approximately \$500 per day). "Completion of the canvass" shall be presumed to be the time when the elections official signs the certified Statement of Vote.</p> <p style="text-align: right;">§15620 – 15634</p>
<p>Varies between 10 days to 6 months following the certification of the vote</p>	<p>Contesting Election</p> <p>Any elector of a county, city, or of any political subdivision of either may contest any election held therein for any of the following causes:</p> <ol style="list-style-type: none"> a) That the precinct board or any member thereof was guilty of malconduct. b) That the person who has been declared elected to an office was not, at the time of the election, eligible to that office. c) That the defendant has given to any elector or member of a precinct board any bribe or reward, or has offered any bribe or reward for the purpose of procuring his election, or has committed any other offense against the elective franchise defined in Division 18 (commencing with Section 18000). d) That illegal votes were cast. e) That eligible voters who attempted to vote in accordance with the laws of the state were denied their right to vote. f) That the precinct board in conducting the election or in canvassing the returns, made errors sufficient to change the result of the election as to any person who has been declared elected. g) That there was an error in the vote-counting programs or summation of ballot counts. <p style="text-align: right;">§16100</p> <p>The contestant shall verify the statement of contest, as provided by Section 446 of the Code of Civil Procedure, and shall file it within the following times after either the declaration of the result of the election or the declaration of the results of any postcanvass risk-limiting audit conducted pursuant to Section 15560 by the body canvassing the returns thereof:</p> <ol style="list-style-type: none"> a) In cases other than cases of a tie, where the contest is brought on any of the grounds mentioned in subdivision (c) of Section 16100, six months. b) In all cases of tie, 20 days. c) In cases involving presidential electors, 10 days. d) In all other cases, 30 days. <p style="text-align: right;">§16401</p>

<p>Dec. 7 (E+31)</p>	<p>Statement of Vote to Secretary of State No later than this date the elections official shall send one copy of the Statement of Vote to the Secretary of State.</p> <p style="text-align: right;">§15375</p>
<p>Dec. 14 (E+38)</p>	<p>Certificates of Election The Secretary of State shall issue certificates of election to persons elected to U.S. Senate, Congress, State Constitutional Offices, Board of Equalization, State Senate, and State Assembly.</p> <p style="text-align: right;">§15503-15504</p>
<p>Jan. 3, 2019 (E+58)</p>	<p>Candidates Elected to U.S. Senate and Congress Assume Office Terms begin at noon on January 3 for candidates elected to U.S. Senate and Congress.</p> <p style="text-align: right;">20th Amendment US Constitution</p>
<p>Jan. 7, 2019 (E+62)</p>	<p>Candidates Elected to Statewide Offices, County Offices, Supervisors, & Judges Assume Office Terms begin at noon on the first Monday after January 1 succeeding their election for statewide offices, county offices, and supervisors. Superior Court Judges also begin on this date; although, there is no mention of the noon hour.</p> <p style="text-align: right;">Gov. Code §24200; CA Const. Art. VI, §16 & Art. V</p>
<p>Period Following Election</p>	<p>Document Retention Nomination documents and signatures in-lieu of filing fee petitions (if applicable) shall be held during the term of office for which they were filed and for four years after the expiration of the term. They may be destroyed as soon as practicable thereafter provided no legal action or proceeding is pending.</p> <p>Since the November 2018 election has federal offices on the ballot, precinct supplies and voted ballots must be preserved for 22 months following the election. If no legal action is pending at the time, the documents may be destroyed or recycled. Unused ballots may be destroyed or recycled after the November 2018 election.</p> <p>Initiative, referendum and recall petitions must be preserved for eight months following certification of the election for which the petition qualified or eight months after final examination of the petition by the clerk. If no legal action or proceeding is then pending, the petitions may be destroyed as soon as practicable.</p> <p style="text-align: right;">Elections Code Division 17, commencing with §17000</p>
<p>Jan. 31, 2019 (E+86)</p>	<p>Semiannual Campaign Statement Last day to file semiannual campaign statements, if required, by all candidates and committees.</p> <p style="text-align: right;">Gov. Code §84200, 84218</p>

Santa Cruz Port District
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PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

TO: Port Commission
FROM: Marian Olin, Port Director
DATE: April 16, 2018
SUBJECT: Presentation by Monterey Bay Fisheries Trust

INFORMATION

Sherry Flumerfelt, Executive Director of the Monterey Bay Fisheries Trust (MBFT) will give a presentation about MBFT's organization, mission, programs and strategies. MBFT is a non-profit organization with a mission to advance the social, economic and environmental sustainability of Monterey Bay fisheries.

At the request of Ms. Flumerfelt and Steve Scheiblaue, who is Chair of MBFT's Board of Directors, Commissioner Reed Geisreiter has agreed to act as a volunteer advisor to MBFT. Ms. Flumerfelt and Chair Scheiblaue believe that Commissioner Geisreiter's expertise in finance and his connections to Santa Cruz will strengthen MBFT's ability to achieve its stated objectives.

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

TO: Port Commission

FROM: Matt Kerkes, Facilities Maintenance & Engineering Manager

DATE: March 19, 2018

SUBJECT: Update on the Electronic Gate and Restroom Key Installation – Review of Project Scope, Costs, and Schedule

Recommendation: *Provide direction to staff on the project's scope, cost, and schedule.*

BACKGROUND

The Harbor Security Upgrades Project was one of the first Capital Improvement Program (CIP) projects identified and funded in FY13. It was intended to provide for increased security systems throughout the harbor, including security cameras, fencing and lighting upgrades.

The Port Commission discussed the transition to an electronic key system as part of overall harbor security upgrades on several occasions. In FY15, a contract for Phase I of the project, which provided electronic access to shower facilities, was awarded to, and completed by ALX Technology (ALX).

Phase II of the project, which includes providing electronic access to all restroom doors and dock gates was planned to follow. Additional funding for the project was set aside in FY16 and FY17, bringing the total available CIP funding to approximately \$82,313.

In early 2017, staff began to research the feasibility of expanding the District's current electronic key system to incorporate dock gates and restroom facilities. Staff efforts to work with ALX to develop a Request for Proposals for Phase II of the project stalled. After a period of unresponsiveness, ALX indicated they were not interested in pursuing or assisting with the design of a Phase II project. This development was problematic not only because ALX had proven to be an extremely stable system, but also because alternative electronic lockset systems were not well suited for installation on the harbor's existing dock gates.

Staff began working with MarinaWare (the District's current marina management software provider) in an effort to move Phase II of the project forward and develop a comprehensive Request for Proposals (RFP).

A review of the available options indicated that additional funding would be needed to complete electronic rekeying of dock gates and restrooms. An FY19 contribution to the Harbor Security Upgrades project brings the available funding balance to approximately \$127,166 as of April 1, 2018.

ANALYSIS

During staff's research, it was concluded that the equipment installed by ALX is highly proprietary and encrypted to prevent expansion of the system by non-ALX equipment / technology. A number of changes and improvements to current infrastructure will be needed to accommodate Phase II of the project.

Equipment

The equipment installed by ALX for Phase I of the project has been reliable. At the time of installation, repeaters were mounted on the J-Dock, V-Dock, and D-Dock shower buildings to improve signal transmissions among all other shower buildings (which are equipped with individual Yagi antennas). Additionally, each shower facility is equipped with a card reader, that when prompted, permits access by unlocking the facility door. The card reader communicates with a main control box, which is located at the harbor office. The system is accessed through an internet-based program, which allows staff to record user credentials and permit access in accordance with District policy.

To proceed with Phase II of the project and ensure a uniform electronic key system is implemented that interfaces with the existing electronic access at shower facilities, certain pieces of equipment will need to be replaced. Currently, the repeaters, Yagi antennas, conduit, and cabling are the only items that can be reused. Each building will need to be equipped with new card readers, and a new control box will need to be installed at the harbor office.

The \$127,166 funding in the CIP for the Harbor Security Upgrades project is anticipated to be adequate to install a new control box and individual card readers at each shower / restroom facility, and acquire new lock boxes and other appurtenant equipment necessary to install the electronic key system on dock gates (see 'Dock Gates' below).

Dock Gates

The District's current dock gates, with the exception of AA Dock, are made of galvanized steel with cyclone fence extensions (wings). The gates have a spring loaded closing mechanism and are equipped with an antiquated residential cylindrical strike lock that has proven to, at times, be easily compromised.

To facilitate installation of new electronic card readers on each gate, the current gates will need to be outfitted with a new lock box. Retrofitting the gates to accommodate a new lock box will be cumbersome, as it requires each gate to be removed and transported to the maintenance facility. Staff estimates approximately 8 hours per dock gate will be required for the retrofit.

To promote dock gate uniformity and increase security standards, staff proposes to fabricate new dock gates out of ¼" thick aluminum. The gates will be equipped with hydraulic closing mechanisms, which will reduce overall wear and tear because the harsh, spring loaded closure is eliminated. Staff proposes increasing the height of each gate by 14" for added security measure. Staff estimates approximately 10 hours per dock gate will be required for fabrication.

The labor costs associated with retrofitting a dock gate and installing a new lock box and other appurtenant equipment necessary for the electronic system is estimated to be \$1,000.00 gate. The labor costs associated with fabricating a new, more secure gate is estimated to be \$3,500.00 gate. While retrofitting each dock gate may provide some cost savings over fabricating new gates relating to labor, the added security benefits associated with fabricating new dock gates should be considered.

Summary

The transition to an electronic key system for the shower buildings has proven to be successful in reducing the amount of unauthorized users accessing the facilities. It is anticipated that the same results will be achieved after transitioning to electronic key access for dock gates and restrooms.

Staff has compiled all of the information necessary to solicit proposals for Phase II of the project. A request for proposals can be advertised as early as May 14, 2018, but prior to issuance, Commission direction will be needed to determine if maintenance crews will retrofit current dock gates to accommodate a new lock box, or if crews will fabricate all new gates.

IMPACT ON PORT DISTRICT RESOURCES

If authorized, a public Request for Proposals (RFP) process will follow. The Capital Improvement Plan has approximately \$127,166 in funding for equipment needed for Phase II (Harbor Security Project) and approximately \$83,841 available for fabrication of new gates (Dock Upgrades).

Santa Cruz Port District
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PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

TO: Port Commission
FROM: Marian Olin, Port Director
DATE: April 10, 2018
SUBJECT: Approval of Long-Term Lease at 2222 East Cliff Drive, Suite 140 & 150

Recommendation: *Award a five-year lease with one five-year option to Debra Frey (dba Intero Real Estate), at 2222 East Cliff Drive, Suite 140 & 150.*

BACKGROUND

The lease at 2222 East Cliff Drive, Suite 140 & 150, is set to expire on May 31, 2018. A Request for Proposals for a new long-term tenant was advertised in March 2018. One proposal for the new lease was received from the current tenant, Debra Frey (dba Intero Real Estate), by the due date.

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

ANALYSIS

A summary of the terms of the draft lease is as follows:

Tenant: Debra Frey (dba Intero Real Estate)
Space: 2222 East Cliff Drive, Suite 140 & 150 (approx. 1,452 SF)
Term: Five years
Options: One five-year option
Rent: \$6,865/month (\$4.73 /square foot) through March 2019
Annual CPI increases April 1 of each year commencing 2019
Use: Office – Office Space
Insurance: \$1 million with Santa Cruz Port District named as additional insured
Improvements: Tenant proposes to refinish the concrete floors and add new flat panels.

IMPACT ON PORT DISTRICT RESOURCES

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

ATTACHMENT: A. Draft Lease

LEASE BETWEEN

SANTA CRUZ PORT DISTRICT COMMISSION,

AS LANDLORD

AND

AS TENANT

FOR _____ BUSINESS LOCATED

IN SANTA CRUZ HARBOR

AT _____, SANTA CRUZ

DATED: JUNE 1, 2018

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- Exhibit "A" Premises Map and Diagram
- Exhibit "B" Personal Guaranty

SANTA CRUZ PORT DISTRICT
LEASE

THIS LEASE is made and entered into effective as of June 1, 2018, ("Effective Date"), by and between the SANTA CRUZ PORT DISTRICT COMMISSION, a political subdivision, 135 5th Avenue, Santa Cruz, California, 95062, hereafter referred to as "Landlord," and _____, hereafter referred to as "Tenant."

RECITALS:

A. Landlord is the owner of those certain premises ("Premises") consisting of approximately 1,052 square feet (SF) for Suite 150, and approximately 400 SF for Suite 140, of improved building space ("Building") at 2222 East Cliff Drive (the "Building"), on the east side of Santa Cruz Harbor in the City and County of Santa Cruz, State of California. The Building and the Premises are more particularly shown and described in Exhibit A attached hereto and incorporated herein by this reference.

B. Tenant is currently doing business as a real estate office as described in Exhibit "B."

C. The Building has been improved to allow operation of a real estate office in the Premises. The patio area adjacent to the Building is not included in the Premises. Use of any exterior areas for outdoor seating, storage, merchandise displays or any other purpose is subject to review and approval by the California Coastal Commission at Tenant's sole expense and is subject to Landlord's approval and written modification of this Lease. Special events on the patio area and/or beach are subject to Landlord's approval and require a special event permit.

E. Landlord desires to lease the Premises to Tenant for the operation of a real estate office therein.

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

1. Lease of Premises. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the term, at the rental, and upon the other terms and conditions contained herein.

2. Tenant Improvements. Tenant shall purchase at its expense, and install or construct on the Premises, at its sole cost and expense, any equipment, furnishings and improvements required for the operation of a real estate office to properly conduct the business. All proposed improvements must be pre-approved, in writing by Landlord, and properly permitted by the City of Santa Cruz prior to construction or installation.

3. Term:

(a) Term. The term of this Lease commences as of June 1, 2018, and shall continue hereunder until midnight on May 31, 2023, for five (5) years, unless sooner terminated as provided herein. The term of this Lease is hereinafter referred to as the "Lease Term" or "Term."

(b) First Option to Extend Lease. Provided that Tenant is not in default of any part of this Lease, Tenant shall have the option to extend the lease until May 31, 2028. Tenant is entitled to extend the Lease for five (5) years from June 1, 2023, through May 31, 2028. Tenant may exercise the option, thereby extending the Lease to May 31, 2028, provided that Tenant is not then in default of any of the terms or conditions under this Lease. Tenant shall notify Landlord of its exercise of the option to extend the Lease Term no earlier than December 31, 2022, and no later March 31, 2023.

4. Title to Improvements. Free and clear title to any and all improvements and fixtures purchased or constructed by Tenant and installed upon the Premises shall upon such termination vest in Landlord without additional cost or expense to Landlord, and Tenant shall execute such additional documents as Landlord may reasonably require effectuating such transfer of title.

5. Rent.

(a) Fixed Minimum Rent ("Base Rent"). Beginning on June 1, 2018, Tenant shall pay to Landlord each month a fixed amount of rent ("Fixed Minimum Rent") for the Premises which shall initially be Six Thousand, Eight Hundred and Sixty-Five Dollars per month (\$82,380 per year).

(b) Adjustments to Base Rent. On April 1, 2019, and each year thereafter on April 1 for the term of this Lease, and for each year during any option period exercised, the Base Rent in effect for the month immediately preceding the adjustment date shall be adjusted in accordance with the increase in the San Francisco-Oakland-San Jose Consumer Price Index (All Items) for the preceding calendar year. In no event shall the Base Rent be decreased.

(c) Rent Review. Prior to the First Option (generally "Option") being binding on Landlord, Landlord shall review the current Base Rent to determine if Base Rent is equal to fair market rent. If Landlord in its sole and absolute discretion determines that an adjustment is necessary to bring the rent up to fair market rent, Landlord shall within thirty (30) days of Tenant's notice of intent to exercise the Option provide Tenant with written notice of the new Base Rent. If Landlord does not provide such notice, Base Rent for the first year of the extended term pursuant to the Option shall be the same as the prior year, adjusted by the Consumer Price Index as described in 5(b), above, and the exercise of the Option shall be binding. If Landlord provides notice of an increase in Base Rent, Tenant shall have ten (10) days after receipt of written notice to withdraw its exercise of the Option. If Tenant does not provide notice of withdrawal of the exercise of Option within ten (10) days of receiving notice of the new Base Rent, the Option shall be binding on Tenant and the Base Rent shall be as set forth in the Landlord's notice.

(d) Payment of Fixed Minimum Rent. The Fixed Minimum Rent shall be payable monthly in advance, without notice, offset, or abatement, by the first day of each calendar month of the Lease Term. All rent and other sums payable by Tenant hereunder shall be paid to Landlord in

DRAFT LEASE

currency of the United States of America (or by personal check unless Landlord otherwise notified Tenant) at Landlord's address set forth in Paragraph 23 hereof, or at such other place as Landlord may from time to time designate in writing.

(1) The term "lease year" means the period during the lease term commencing on Aprilst of each year and ending at midnight on March 31st of the next succeeding year. The term "lease month" means the period from the 1st day of each calendar month during the lease term through the last day of the calendar month.

(e) Delinquent Payment. Rent payments received on or after the 21st day of the month shall be deemed Delinquent Payments. A delinquency fee in the then current amount as set by the Landlord's Board of Port Commissioners shall be applied to any delinquent payment. In addition, interest in the then current amount as set by the Landlord's Board of Port Commissioners shall be applied on the 1st day of each month to the unpaid balance until paid in full.

(f) Security Deposit. Landlord acknowledges that Tenant has deposited with Landlord the sum of Six Thousand, Eight Hundred and Sixty-Five Dollars (\$6,865.00) (the "Deposit") as security for the faithful performance by Tenant of all of its obligations hereunder. If Tenant fails to pay rent or any other sums due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of any rent or other sum in default, or to compensate Landlord for the payment of any other sum which Landlord may become obligated to spend by reason of Tenant's default, or to compensate Landlord for any expenditures, loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall within ten (10) days after written demand therefor deposit with Landlord an amount in cash sufficient to restore the Deposit to the full amount hereinabove stated. Landlord shall not be required to keep the Deposit separate from its general funds. The Deposit, less any portion thereof which Landlord is entitled to retain, shall be returned, without payment of interest, to Tenant within thirty (30) days after the later of expiration of the term hereof or the date on which Tenant vacates the Premises.

(g) Personal Guarantee. All amounts due under this Lease and any amendments to this Lease entered into by and between Landlord and Tenant shall be subject to the personal guarantee attached here to as Exhibit B and incorporated herein by this reference.

6. Use.

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

(b) Provision of Services. Tenant shall maintain the necessary personnel, facilities and equipment at all times during the Lease Term to conduct a real estate office on the Premises.

(c) Continuous Use. Tenant shall continuously and uninterruptedly during the Lease Term during all normal business hours and on such days as a majority of the other businesses in the

Santa Cruz Small Craft Harbor are open for business, occupy and use the entire Premises for the purpose of operating a real estate office on the Premises. Tenant shall at all times employ its best business judgment, efforts, and abilities to so operate the business conducted by Tenant on the Premises in a manner calculated to service adequately the public demand for the goods and services included within the business permitted herein.

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

Tenant will reimburse Landlord for the proportionate share of said refuse disposal costs and assessments attributable to the period of the Lease Term.

(e) Prices. Tenant shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public. Said prices shall be fair and reasonable, considering current market conditions.

In the event that the Port Director of the Santa Cruz Port District (the "Port Director") notifies Tenant that any of said prices are not fair and reasonable, Tenant shall have the right to reasonable conference and consultation with the Port Director. After consultation with Tenant, if the Port Director determines that any of said prices are not fair and reasonable, the same shall be modified by Tenant as directed. Tenant may appeal the determination of the Port Director to the Santa Cruz Port District Commission, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by the Port Director shall be the maximum charged by Tenant.

(f) Hazardous Materials.

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

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

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

costs, arising out of or in connection with the storage, placement, use or disposal of Hazardous Materials on or about the Premises by Tenant, its agents, employees, or contractors.

(iv) If the presence of Hazardous Materials introduced to the Premises by Tenant, its agents, employees, invitees or contractors results in contamination or deterioration of any improvements, water, soil, or other environmental media, then Tenant, at its sole cost and expense, shall promptly take any and all action necessary to investigate and clean up such contamination.

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

(vi) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (A) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 30, (B) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S. C. Section 6901 et seq. (42 U.S.C. Section 6903), or (C) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 9601).

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

(viii) Tenant shall indemnify Landlord from any damages suffered by Landlord, including, without limitation, cleanup costs, as a result of the generation, use, storage, transport or release of Hazardous Materials by Tenant in, on or about the Premises or the Property. Prior to bringing or allowing any Hazardous Materials to be brought onto the Premise, Tenant shall notify Landlord as to the identity of said materials and the safeguards to be used in connection therewith. Landlord shall be entitled, in its sole discretion, to refuse to allow Hazardous Materials to be brought onto the Premises. Landlord's consent to the introduction of any hazardous material onto the Premises (i) shall not release Tenant from its duty to indemnify Landlord for any damages resulting from such materials, (ii) shall not be deemed to waive Landlord's right to disapprove of any subsequent introductions of hazardous materials onto the Premises whether of the same or of a different nature than the material to which Landlord consented, and (iii) may be revoked at any time, in Landlord's sole discretion, whereupon Tenant shall remove such materials from the Premises within five days of receipt of Landlord's demand for removal. In all events, if any hazardous materials become located upon the Premises for any reason other than as consented to by Landlord in accordance with the foregoing procedure, Tenant shall immediately notify Landlord as to the same.

(g) Effect on Navigable Waters. Under federal law, no construction, installation, dredging, filling, or other activity which would have an effect on navigation may be conducted in or

adjoining navigable waters without a permit therefore first being issued by the Secretary of the Army. The Port Director in his/her sole discretion determines whether any proposed facility of Tenant may be construed to have an effect on navigation. In the event the Port Director so determines, Tenant shall prepare at its expense a permit application for submittal by Landlord in Landlord's name to the Corps of Engineers, United States Army. The permit application shall be prepared in strict conformity with regulations published by the United States Army.

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

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

7. Ownership of Improvements.

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

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

8. Construction of Improvements.

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

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

Tenant shall give at least fifteen (15) days' advance notice to Landlord before actually commencing any improvement work on the Premises so that Landlord can post a notice of non-responsibility, if Landlord so chooses. Tenant shall call Landlord to request inspections at regular intervals as determined by Landlord, but in no event less than biweekly. Upon completion of any such improvements, Tenant shall deliver to Landlord a complete set of "as-built" plans respecting such improvements. Tenant shall use licensed and insured contractors. Contractor's insurance shall at a minimum meet the requirements in Section 10.

9. Taxes and Assessments.

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

(b) Substitute Taxes. If at any time during the Lease Term, under the laws of the United States of America, the State of California, or any political subdivision thereof in which the Premises are located, a tax on rent or other charge by whatever name called, is levied, assessed, or imposed against Landlord, or against the rent payable hereunder to Landlord, as a substitute in whole or in part for any of the taxes described in Paragraph 9(a), Tenant, to the extent such substitute tax or

other charge relieves Tenant from the payment of taxes provided for herein, shall pay such tax or other charge in the manner provided in this Paragraph 9.

10. Insurance.

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

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

(i) Property Insurance covering risks of loss normally insured under a "special form" policy, covering Tenant's leasehold improvements, fixtures, equipment, furniture and other personal property in or about the Premises. Landlord shall be a loss payee as its interests shall appear.

(ii) Commercial General Liability Insurance protecting Landlord and Tenant against liability for bodily injury and property damage, including contractual liability coverage and products liability, as well as "personal and advertising injury" liability occasioned by any occurrence in, on, about, or related to the Premises in an amount not less than Two Million Dollars (\$2,000,000) each occurrence and annual aggregate. Such policy shall also include liquor liability coverage. Tenant shall cause Landlord, its employees, elected officials, attorneys, agents and volunteers to be named as an additional insured under such policy.

(iii) Workers' Compensation and Employer's Liability Insurance as required by applicable law against liability arising on account of injuries or death to workers or employees on the Premises or any improvement of Tenant. Such workers' compensation insurance shall be in amounts at least equal to the maximum liability of Tenant, its agents, and contractors under the Workers' Compensation Insurance and Safety Act of the State of California and the Federal Longshore and Harbor Workers' Compensation Act, as applicable. Tenant shall also maintain Employer's Liability

insurance with limits no less than One Million Dollars (\$1,000,000). Such insurance shall include a waiver of subrogation in favor of Landlord.

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

(v) Tenant shall procure, at Tenant's own cost and expense other insurance in amounts from time to time reasonably required by Landlord against other insurable risks if at the time they are commonly insured against for premises similarly situated and containing comparable improvements including, but not limited to, Builder's Risk Insurance during construction of any improvements.

(vi) All policies shall be placed with insurers admitted or eligible to do business in the State of California and rated A VIII or better by A.M. Best. All policies shall include endorsements stating that Landlord shall have at least thirty (30) days prior written notice of policy cancellation, or ten (10) days' notice in the event of cancellation for non-payment of premium. Tenant shall furnish Landlord with Certificates of Insurance showing evidence of the required insurance upon execution of this Lease and thereafter upon renewal or replacement of policies.

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

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

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

(f) Changes in Coverage. Landlord shall give Tenant written notice of changes in the insurance requirement and Tenant shall deposit copies of acceptable insurance policies or

Certificates of Insurance with Landlord incorporating such changes within sixty (60) days following receipt of such notice.

(i) The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Tenant shall be obligated the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease or with use or occupancy of the Premises.

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

11. Indemnification.

(a) Tenant's Hold Harmless. Tenant hereby indemnifies Landlord its employees, elected officials, attorney, agents and volunteers against and holds them harmless from any and all claims, damage, cost, liability, or expense, including but not limited to attorneys' fees and costs of suit, resulting from or arising out of Tenant's use of the Premises, Tenant's default in the performance of any obligation of Tenant under this Lease, any act or failure to act of Tenant or any employees, agents, contractors, customers, or other invitees of Tenant occurring in or about the Premises, or construction of any improvements by Tenant in the Premises. Such indemnification specifically includes without limitation any damage to property or injury or death to any person arising from the use of the Premises by Tenant or from the failure of Tenant to keep the Premises in good condition, order and repair. Tenant expressly agrees to exercise due care in the handling of fuel or any other flammable materials in, on, or around the Premises. Tenant shall maintain on the Premises adequate firefighting equipment, which shall remain under the use, control, maintenance, and repair of Tenant.

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

(c) Landlord's Hold Harmless. Landlord hereby indemnifies and holds Tenant harmless from and against any and all damage to property or injury or death to any person and

occurring in, on or about the "Public Areas" as shown and described on Exhibit "A" hereto, to the extent caused by Landlord's willful misconduct.

12. Maintenance and Repairs.

(a) Tenant's Obligations. Subject to Paragraph 15 below relating to damage and destruction, and subject to Landlord's maintenance responsibilities set forth in Paragraph 12(c) below, throughout the Term of this Lease Tenant shall, at Tenant's sole cost and expense, maintain the interior of the Premises and every part thereof and all heating, ventilating, and air conditioning systems, mechanical systems, and utility servicing the Premises, and all fixtures, machinery and equipment located in or on the Premises and utilized in the conduct of Tenant's business in first class condition, order and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) municipal, county, state, federal, and other governmental agencies and bodies having or claiming jurisdiction of the Premises and all their respective departments, bureaus, and officials; and (2) all insurance companies insuring all or any part of the Premises or improvements or both. For purposes of this paragraph, the obligation to repair includes the obligation to replace as and when reasonably necessary. Without limiting the foregoing, Tenant at Tenant's sole cost shall maintain in good and safe condition, order and repair, and replace as and when necessary, all improvements made by Tenant to the Premises. Similarly, Tenant at Tenant's sole cost shall cause all heating, ventilating, and air conditioning equipment serving the Premises to be serviced no less often than once every six (6) months by a qualified seviceperson who shall perform routine maintenance (e.g., lubrication of machinery and changing of worn belts) and shall prepare a written report of recommended repairs which Tenant shall promptly cause to be performed at Tenant's sole cost. Tenant hereby waives such rights as it may have under California Civil Code Sections 1941 and 1942 and any similar or successor laws that permit a tenant to perform repairs and offset the cost thereof against rent.

(b) Outside Areas. Tenant acknowledges that the cleanliness and neat and attractive appearance of the interior and exterior of the Building and all other areas of the Premises are a material concern of Landlord. Accordingly, Tenant shall continuously exercise diligence throughout the Lease Term in keeping the Premises and the area within a one hundred (100) foot radius of the Premises, clean, sanitary and attractive condition. Tenant shall arrange for regular and prompt disposal of garbage generated by Tenant's operations on the Premises, and shall not permit garbage or refuse to accumulate in or around the Premises. Tenant shall not cause or permit odors that Landlord in its reasonable discretion determines are offensive to emanate from the Premises.

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

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

Landlord shall have no obligation to maintain or repair under this Paragraph 12(c) until a reasonable amount of time after receipt by Landlord of notice from Tenant of the need therefore, specifying the nature of the maintenance or repair needed.

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

14. Assignment, Subletting and Licensing.

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

(b) Permitted Assignments, Subleases and Licenses. Tenant shall be entitled to sublease or assign its interest in this Lease provided it first obtains Landlord's written consent in accordance with Section 14(a), which shall not unreasonably be withheld. In this connection, Tenant must demonstrate to Landlord's reasonable satisfaction that the proposed transferee, subtenant or licensee is financially creditworthy, has sufficient experience in running a real estate business, and will operate a business of the type and quality that Landlord determines is consistent with the permitted uses under this Lease and with the mix of businesses in the harbor and in a matter that supports the good reputation and image of Port District businesses as determined by Landlord. No assignment, sublease or license respecting all or any portion of the Premises shall operate to release Tenant or any guarantor of its obligations hereunder, from liability for full performance of Tenant's obligations hereunder subsequent to the date of any assignment or sublease.

(1) Sublease Assignments and Subleases. No sublessee, licensee or assignee may sublease or assign any interest in the Lease without first obtaining Landlord's written consent thereto.

(2) Sublease Rents or License Payments. Except for a permitted assignment, sublease or license, if Tenant shall enter into an assignment, sublease or license "Transfer" hereunder,

(i) the Fixed Minimum Rent "Base Rent" specified in Section 5 (a) shall be increased, effective as of the date of such Transfer, to an amount equal to the total of the Base Rent required to be paid by Tenant pursuant to this Lease during the twelve 12 month period immediately preceding such Transfer, and

(ii) Tenant shall pay to Landlord fifty percent (50%) of any "Sublease Rents and License Payments" (as hereinafter defined). In the event of a Transfer, "Sublease Rents and License Payments" shall mean all rent, additional rent or other consideration payable by such subtenant

to Tenant or on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less the reasonable costs actually incurred by Tenant to secure the sublease. In the event of any Transfer other than a subletting, "Sublease Rents and License Payments" shall mean any consideration paid by the assignee to Tenant in connection with such Transfer which Landlord reasonably determines is allocable to the leasehold value of this Lease, less the reasonable costs actually incurred by Tenant to secure the Transfer. Sublease Rents and License Payments shall be due and payable monthly in advance in accordance with Section 5 (d) of this Lease and shall be subject to delinquent fees in accordance with Section 5 (e). If part of the "Sublease Rents and License Payments" shall be payable by the transferee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

(c) Encumbrances. Tenant shall not encumber all or any portion of Tenant's interest in the Premises or in this Lease.

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

15. Damage or Destruction.

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

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

(10) days after receipt of such notice, to agree in writing on a basis satisfactory to Landlord to pay for the entire cost of repairing such damage less only the amount of insurance proceeds, if any, received by Landlord, in which event this Lease shall continue in full force and effect, and Landlord shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

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

(d) Damage Near End of Term. If the Premises or the improvements therein are destroyed or damaged in whole or part during the last two (2) years of the term of this Lease, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

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

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

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

(h) Notice of Damage. Tenant shall notify Landlord within five days after the occurrence thereof of any damage to all or any portion of the Premises. In no event shall Landlord have any obligation to repair or restore the Premises pursuant to this Paragraph 15 until a reasonable period of time after Landlord's receipt of notice from Tenant of the nature and scope of any damage to the

Premises, and a reasonable period of time to collect insurance proceeds arising from such damage (unless such damage is clearly not covered by insurance then in effect covering the Premises).

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

16. Eminent Domain.

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

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

(c) Partial Taking with Business Continued. If only part of the Premises is condemned and this Lease is not terminated as set forth above, then this Lease shall, as to the condemned portion of the Premises, terminate as of the date possession of such portion is taken. The Base Rent shall thereupon be reduced in the same proportion that the area of the Premises taken bears to the initial total area of the Premises. The Base Rent, as so reduced, shall continue to be subject to adjustment in accordance with Paragraph 5 hereof.

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

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

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

(a) Tenant fails to pay a monetary sum when due under this Lease (provided that Tenant shall not be deemed in default if Tenant pays such sum within 10 days after notice from Landlord that such sum is overdue; and provided further that, Tenant shall not be entitled to any such

10 day grace period or notice and shall be deemed in default immediately upon failure to so pay when due if Landlord has already delivered two notices of overdue payments within the immediately preceding 12 month period;

(b) Tenant fails to perform any of its other obligations under this Lease; provided that, if such failure is of the nature that it may be cured, Tenant shall not be deemed in default if Tenant cures such failure within 20 days after notice from Landlord of such failure;

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

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

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

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

Furthermore, any default by Tenant under this Lease shall be deemed a default of that Lease Agreement entered into by and between Santa Cruz Port District and _____ dated June 1, 2018, and vice versa. This paragraph shall take effect upon assignment of the June 1, 2018, lease to Tenant as provided in Section 14 above.

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

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

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

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

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

(ii) No Repossession. If Landlord does not repossess the Premises, then this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the rent and other sums due from Tenant hereunder. For the purposes of this Paragraph 17, the following do not constitute a termination of Tenant's right to possession:

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

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

18. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants, agreements, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as a part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. "Prevailing party" within the meaning of this paragraph shall include, without limitation, a party who brings an action against the other party after the other party's breach or default, if such action is settled or dismissed upon the payment by the other party of the sums allegedly due or performance of the covenants allegedly breached or the plaintiff obtains substantially the relief sought by it in the action.

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

20. Subordination.

(a) Subordination of Lease. This Lease, at Landlord's option, shall be subordinate to any mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon all or any portion of the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not

in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee or trustee shall elect to have this Lease prior to the lien of its mortgage or deed of trust, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or the date of recording thereof.

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

21. Landlord's Right to Reenter.

(a) Peaceable Surrender. Tenant agrees to yield and peaceably deliver possession of the Premises to Landlord on the date of termination of this Lease, regardless of the reason for such termination. Upon giving written notice of termination to Tenant, Landlord shall have the right to reenter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Lease and reentry of any Premises by Landlord shall in no way alter or diminish any obligation of Tenant under the Lease terms and shall not constitute an acceptance or surrender.

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

Tenant agrees that should the manner or method employed by Landlord in reentering or taking possession of the Premises give Tenant a cause of action for damages in forcible entry and detainer, the total amount of damages to which Tenant shall be entitled in any such action shall be One Dollar (\$1.00). Tenant agrees that this clause may be filed or raised in any such action, and that when filed or raised in any such action, it shall be a stipulation of Tenant fixing the total damages to which Tenant is entitled in such an action.

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

Landlord agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as early as practicable to its original condition upon the completion of any construction. Landlord further agrees that should the exercise of these

rights temporarily interfere with the use of any or all of the premises by Tenant, the monthly Base Rent shall be reduced on a temporary basis in proportion to the temporary interference with Tenant's use of the Premises.

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

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

Tenant: _____

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

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

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

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

27. Parking. Tenant acknowledges that all parking areas and all other common areas within the Santa Cruz Small Craft Harbor shall remain under the operation and control of Landlord. The manner in which such areas and facilities are operated and maintained shall be at the sole discretion of Landlord, and the use of such areas and facilities shall be subject to such rules and regulations as

Landlord shall make from time to time. Landlord shall have the right to regulate access and parking and to install parking meters, pay stations or other fee collection systems in such parking areas.

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

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

30. Estoppel Certificates; Financial Statements.

(a) Estoppel Certificates. Within fifteen (15) days after request therefor by Landlord, Holder, or any prospective mortgagee or owner, Tenant agrees as directed in such reasonable request to execute an Estoppel Certificate in recordable form, binding upon Tenant, certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates on which rent Fixed Minimum Rent, Sublease Rent and Percentage Rent have been paid; (iii) that Tenant is in the possession of the Premises if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no offsets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any offsets or defenses, a full and complete explanation thereof); (vi) that Tenant has accepted the Premises and the condition thereof and of all improvements thereto and has no claims against Landlord or any other party with respect thereto; (vii) that if an assignment of rents or leases has been served upon the Tenant by a Holder, Tenant will acknowledge receipt thereof and agree to be bound by the provisions thereof, (viii) that Tenant will give to the Holder copies of all notices required or permitted to be given by Tenant to Landlord; and (ix) to any other information reasonably requested. Tenant's failure to deliver such certificate within such time will be conclusive upon Tenant (A) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (B) that there are no uncured defaults in Landlord's performance, and (B) that not more than one month's rent has been paid in advance. Without limiting the foregoing, if Tenant fails to deliver any such certificate within such fifteen (15) day period, Landlord may deliver to Tenant an additional request for such certificate and the failure of Tenant to deliver such certificate within five days after delivery of such additional request shall be an Event of Default.

31. General.

(a) Entire Agreement. This Lease, together with all Exhibits attached hereto which are incorporated herein by this reference, contains all of the terms, covenants, and conditions agreed to

by Landlord and Tenant relating to the Premises and the subject matter hereof, and supersedes all promises and agreements, written or oral, by either party to the other relating in any way to the Premises which are not expressly set forth herein. Tenant is not relying on any representations or warranties made by Landlord, and acknowledges that Landlord has not made any representations or warranties to Tenant, except as may expressly be set forth herein. This Lease cannot and shall not be amended orally or in any manner other than by an agreement in writing signed by both Landlord and Tenant or their respective successors in interest.

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

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

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

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

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

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

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

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

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

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

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

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

32. Approval by California Department of Boating and Waterways. This Lease will not become effective until it is reviewed and approved by the State of California Department of Boating and Waterways, as provided by the California Harbors and Navigation Code Section 72.0.

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

LANDLORD:

SANTA CRUZ PORT DISTRICT COMMISSION,
a political subdivision

By: _____

ATTEST:

Marian Olin
Port Director
Santa Cruz Port District

TENANT:

By: _____

Its: _____

EXHIBIT 'A'
Premises Map and Diagram

EXHIBIT "B"
GUARANTY

This Guaranty of Lease ("Guaranty") dated for reference purposes only June 1, 2018, is executed by _____ ("Guarantor") in favor of Santa Cruz Port District, a California special district ("Landlord").

RECITALS

WHEREAS, Landlord and _____ ("Tenant") have entered into a Lease dated for reference purposes only June 1, 2018, ("Lease") whereby Landlord agreed to lease to Tenant and Tenant agreed to lease from Landlord the premises located at 2222 East Cliff Drive, Suites 140 and 150, Santa Cruz, California ("Premises"); and

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

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

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

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

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

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

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

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

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

Nothing herein shall in any way modify any of the terms and provisions of the Lease.

Date: _____, 2018 _____



TO: Port Commission
 FROM: Marian Olin, Port Director
 DATE: March 30, 2018
 SUBJECT: Approval of FY19 Fee Schedule

Recommendation: *Approve the FY19 fee schedule and authorize the Port Director to waive or adjust fees as deemed appropriate.*

BACKGROUND

User fees are charged for a variety of Port District services and permits, and for rental of Port District facilities. The Port Commission approves marina fees (e.g. slip fees, dry storage, etc.) through the budget approval process. The Port Commission also periodically reviews and adjusts visitor fees such as parking rates and launch fees.

ANALYSIS

Several fees are recommended for inclusion on the FY19 fee schedule, as listed below.

Winter End-Tie Berthing Program

The Port District has previously offered a winter end-tie berthing program to accommodate visitors seeking longer term berthing (30+ days) during the winter months. The program was terminated in 2011, due to limited end-tie availability. Staff proposes re-implementing this program to accommodate recreational and commercial vessels. The program is expected to generate additional visitor berthing revenue during typically slower months (October – March).

Harbormaster approval will be required to participate in the program. Participation will be subject to end-tie availability and all fees will be due in advance. The program will run from October 1 to March 31 of each year.

The proposed fee for recreational visitors is commensurate with the District’s premium slip rent rates for ABC end-ties and AA dock slips. The proposed fee for commercial visitors provides a 15% discount over the daily rate, for staying 30+ days. The proposed fee structure is below.

Berthing Category	Rate
Recreational Visitor	\$23.25 / ft. / month (\$0.75 / ft. / day) – Minimum 30’
Commercial Visitor	\$15 / ft. / month (\$0.50 / ft. / day) – Minimum 30’

The standard commercial visitor rate is \$0.60 / ft. / day.

Staff Services

Hourly rates have been adjusted commensurate with 2018 salaries.

Encroachment Permit Fee

Encroachment permits are typically used to allow construction in the public right-of-way on Port District property. Encroachment permits are typically requested by a public utility company or another governmental agency. The Port District has received several requests to obtain encroachment permits, so memorializing a fee on the District's fee schedule will be beneficial. The proposed fee is \$150.

IMPACT ON PORT DISTRICT RESOURCES

Including the above listed fees is anticipated to increase Port District revenues.

ATTACHMENT: A. FY19 Fee Schedule (proposed rate changes highlighted in blue)

FY 19 FEE SCHEDULE

FY19 FEE **COMMENTS**

CATEGORY
PARKING

Meter Parking Pass – Slip Renter	\$5.00 / day	
Meter & Pay Station Parking Pass – Visitors	\$13.00 / day	
Meter and Pay Station Parking	\$1.25 / hour	
Slip Licensee Parking Stickers	1 st additional: \$50 2 nd additional: \$100	
Concession Restaurant & Tenant Parking	\$6.00	
Concession Restaurant & Tenant Parking Lost Ticket	\$40.00 / day	
Beach Parking	\$13.00 / day	
RV Park	\$52 / night	
RV in Launch Ramp	\$69 / night (with trailer) \$52 / night (without trailer)	
Single Vehicle Overnight Parking (Single Vehicle: 9 PM – 3 AM)	\$30 / night	Includes all-day parking both dates (through 9 pm second night).
Launch Ramp Overnight Parking (Vehicle & Trailer: 9 PM – 3 AM)	\$30 / night	
7 th /Brommer Overnight Parking (Vehicle & Trailer: 9 PM – 3 AM)	\$20 / night	Previously titled "North Harbor Overnight Parking." Did not apply to single visitor vehicles in north harbor lots.
Boat/Trailer Overnight Parking	\$20 / night	
LAUNCHING		
Daily Launch Permit	\$17.00	
Daily Cartop Launch Permit	\$13.00	
Additional Vessel w/ Cartop	\$6.00	
Daily Launch Permit – Disabled	\$10.00	

LAUNCHING (CONT.)	
Daily Launch Permit – Disabled	\$10.00
Annual Launch Permits	Trailer (daily): \$350.00 Trailer (M-F): \$250.00 Cartop: \$250.00 Disabled (daily): \$200.00 Disabled (M-F): \$140.00
VISITOR SERVICES	
Visitor Berthing	Up to 50' / Monohull 1-14 Days: \$1.25/ft. 15+ Days: \$2.00/ft. 50'+ / Multihull 1-14 Days: \$1.50/ft. 15+ Days: \$2.00/ft. <u>Commercial</u> \$0.60/ft.
Catamaran Overnight Storage	\$5.00 Storage on beach only.
End-Tie (Regattas, Cruises, Etc.)	\$250.00 (full length of end-tie) \$150.00 (1/2 length of end-tie)
Winter End-Tie Berthing Program (March 1 – October 31)	Recreational: \$23.25 / ft. / mo. Commercial: \$15.00 / ft. / mo. 1 month occupancy; paid in advance.
EVENTS	
Event Application Fee	\$75.00 Cost recovery for staff time processing applications
Harbor Beach	\$300.00 for up to 100 people + \$100 for each add'l 50 people
Harbor Beach Plaza	\$250.00/day
Mariner Park Lawn	\$250.00 for up to 100 people + 100 for each add'l 50 people
JG Townsend Maritime Plaza	\$150.00/day

EVENTS (CONT.)	
Public Meeting Room	\$25.00/hour
Walton Lighthouse	\$500.00 for 1 hour for up to 6 people
West Jetty	\$250.00
Wiki's Island	\$150.00/day
Concession Lot Information Booth	\$40.00/day
Event Deposits	\$500.00/day minimum
Live Music / DJ	\$165.00/day
Stereo System	\$65.00/day
Volleyball Court	\$50.00/court/day
On-water Event Permit (Inner Harbor)	\$50/hour minimum, plus safety staffing & vessels
Electrical Service Use	\$40.00
Mariner Park Lawn Camping (Harbormaster approval required)	\$10.00/night/tent
DEPOSITS	
Dry Storage & Rack Storage	2 months
Slips	1 month
Dory Tie	2 months
Gate Key Deposits	\$40
Shower Key Fob	\$25 Slip Renter \$10 Visitor
	Shower key fob fee is a purchase, <u>NOT</u> a deposit

STAFF SERVICES		
<p>Hourly Labor Charges for services outside of routine, for benefit of individual or group. Ex: Hazmat response and cleanup, damage repairs, event setup, security, etc.</p>	<p>Facilities Mtc. Manager: \$93.71 Supervising Mtc. Worker: \$68.15 Maintenance Worker: \$63.71 Dredge Ops Sup: \$70.85 Harbormaster: \$92.09 Senior DHM: \$72.17 DHM: \$66.67 Reserve DHM: \$44.00 Customer Service: \$63.97 Accounting: \$66.67 Admin. Assistant: \$66.67 Parking Coordinator: \$52.89 Parking Control: \$33.68</p>	<p>Commensurate with 2018 salaries.</p>
<p>All Vehicles</p>	<p>Others at cost + 25% \$75.00/hour or any fraction thereof, one hour minimum</p>	
MISCELLANEOUS CHARGES		
<p>Credit Card Convenience Fee</p>	<p>3%</p>	
<p>Appeals to the Board of Port Commissioners</p>	<p>\$25.00 filing fee</p>	
<p>Credit Card Phone-in Fee</p>	<p>\$10.00</p>	
<p>Fuel Service Call Back</p>	<p>\$10.00</p>	
<p>Dewatering</p>	<p>Actual cost plus admin overhead (25%), \$125.00 minimum</p>	
<p>Dock Box Sale</p>	<p>\$350.00</p>	
<p>Ice Sales</p>	<p>\$20.00/tote up to 500 lbs.</p>	
<p>Non-Sufficient Funds Fee</p>	<p>\$40.00</p>	
<p>Discount for Advance Payment of Slip Fees</p>	<p>2% (annually)</p>	
<p>Postage/Mailing</p>	<p>Actual cost plus 25%, \$10.00 minimum</p>	
<p>Late Payments</p>	<p>\$25.00 one-time fee, 0.833% interest on aged balance</p>	

MISCELLANEOUS CHARGES (CONT.)

Police/Incident Report Copies	\$25.00	
Storage (miscellaneous landside, including impound)	\$10.00/day up to 100 SF; \$0.10/SF/day additional space	
Crab Pot Storage	\$35.00 per week per parking space or per 200 SF of pier or other space, paid in advance. Maximum stay is two weeks, unless approved in advance by Harbormaster. \$10.00/day/ parking space or per 200 SF of pier for stays beyond two weeks.	
Cleat Installation	\$200.00 minimum	
Towing	Inner-harbor at slip licensee request: \$150 Tow rescued vessel to harbor: \$250 minimum for 2 hours max	
Citation Signoff	\$15.00	
Launch Area Rinse/Flush	\$2.00/5 minutes	
Charter Fee	Small (6 Pak) : \$119*passenger capacity/12 mo. Medium (7-48 Pak): \$119*2*passenger capacity/12 mo. Large (49 Pak): \$ 2 per passenger (base fee may apply)	Fees for guidance only. Charters and fees set by Port Commission
Charter Application Fee	\$250 + deposit, if required.	
Liveaboard Monthly (per person)	\$100.00/month	
Liveaboard Variable Fee	30% of slip fees	
Liveaboard Application Fee	\$250.00	
Unattended Electrical Use	30 AMP: \$35.00/month 50 AMP: \$50.00/month	
Partnership Fee	10% of slip fees	

MISCELLANEOUS CHARGES (CONT.)	
Sublease Fee	30% of slip fees
Waiting List	\$100.00/year
Waiting List Bypass Fee (applicable to business use only)	\$6,000 and 1.5 x slip (S. Harbor) \$2,000 and 1.5 x slip (N. Harbor)
Slip Leave Option	\$250.00/year
Encroachment Permit Fee	\$150.00



TO: Port Commission
FROM: Marian Olin, Port Director
DATE: March 30, 2018
SUBJECT: Approval of FY19 Boatyard Fee Schedule

Recommendation: *Approve the FY19 Boatyard fee schedule and authorize the Port Director to waive or adjust fees as deemed appropriate.*

BACKGROUND

The Boatyard assesses a variety of fees for products and services. In January 2014, the Commission reviewed and approved an operating plan for the Boatyard, including a budget and rate schedule. A comprehensive review of the Boatyard's rate schedule has not been completed since that time.

ANALYSIS

The following fees are recommended for adjustment for FY19:

Contractor Application Fee

A \$100 initial application fee is assessed to individuals submitting an application to become a registered Boatyard contractor. Staff proposes increasing this fee to \$250, commensurate with other District application fees.

Boatyard Contractor Registration Fee

Contractors seeking renewal to operate at the Boatyard are assessed an annual registration fee of \$20. Staff proposes increasing this fee to \$100 to more accurately account for the services provided by the District to the contractor (e.g., facility to operate, cleanup, hauling and shoring, environmental permits, free advertising, parking, etc.).

IMPACT ON PORT DISTRICT RESOURCES

Increasing the above listed fees is anticipated to increase Port District revenues. There are currently registered boatyard contractors.

ATTACHMENT: A. FY19 Boatyard Fee Schedule (proposed rate changes highlighted in blue)

SANTA CRUZ HARBOR BOATYARD
RATE SCHEDULE

Haulout Rate

- \$12.00/ft, \$250.00 minimum
- \$1.00/ft per additional strap needed

Haulout rate includes 2-strap haul, high pressure wash and shoring. Haulout and launch day not charged as lay days. Excessive marine growth subject to additional fee.

Hold in Straps/Survey Haul

- Haul, hang & relaunch only - \$10.00/ft, \$250.00 minimum, 1 hour maximum
- \$250.00/hour for additional time charged in ¼ hour increments
- High Pressure Wash - add \$1.50/ft

One-Way Haul

- Haul and load onto trailer - \$15.00/ft, \$250.00 minimum charge, 1 hour maximum
- Offload from trailer and launch - \$12.00/ft, \$250.00 minimum charge, 1 hour maximum
- High Pressure Wash – add \$1.50/ft

Lay Days / Yard Days

- Haul and launch days – no charge
- Days 1-14 - \$1.50/ft/day
- Days 15-30 - \$2.00/ft/day
- Day 31 and beyond - \$5.00/ft/day
- Mast / engine storage - \$15.00/day when available

Fee applies to vessels trailered in on per space basis. No free days for delays in ordering parts, hiring contractors, etc.

Wet Slips

- Current Visitor Berthing rates per marina fee schedule

Miscellaneous Fees

- Environmental Surcharge - \$5.00/day
- Hazardous Materials Disposal Fee - \$20.00 (small quantities of paint, solvents and used oil only - large quantities to be disposed of by vessel owner or contractor)
- Uninsured Vessel Fee - \$10.00/day
- Travelift & Crew - \$250.00/hr \$250.00 minimum charge, additional time charged in ¼ hour increments
- Staff Services - \$65.00/hour
- Interior Bay Rental - \$50.00/day as scheduled by boatyard personnel
- Contractor Registration Fee - \$250.00 (non-refundable)
- Contractor Renewal Fee - \$100.00/yr.

Santa Cruz Harbor Boatyard • (831) 475-3002 • 493 Lake Avenue, Santa Cruz, CA 95062

Santa Cruz Port District
Accounts Payable Monthly Check Register
 March 2018

Date	No.	Vendor	Description	Amount
3/6/2018	49483	Monterey Bay Chrysler Dodge Jeep Ram	Purchase of New Shuttle Van	\$23,903.33
3/6/2018	49484	Allied Administrators for Delta Dental	Delta Dental Insurance (April 2018)	\$2,986.99
3/6/2018	49485	Angie McGraw	Expense Reimbursement (Supplies for Concession Parking Lot Gate Repair)	\$7.57
3/6/2018	49486	AT&T	Long Distance Telephone	\$10.10
3/6/2018	49487	Blueprint Express of Santa Cruz	Printing	\$18.36
3/6/2018	49488	Burke, Williams & Sorensen, LLP	Legal Consultation	\$1,931.00
3/6/2018	49489	California State Disbursement Unit	Wage Garnishment (Payroll Deduction)	\$250.00
3/6/2018	49490	Citi Cards	Breakroom Supplies	\$234.09
3/6/2018	49491	Computer Technical Specialists, Inc.	Technical Support Services & Removable Disk Cartridges for Server	\$3,178.43
3/6/2018	49492	County of Santa Cruz Auditor	Citation Tax (January 2018)	\$1,292.00
3/6/2018	49493	County of Santa Cruz DPW	901 7th Avenue Lease	\$800.00
3/6/2018	49494	CYNDY SMITH	Security Deposit & Credit Balance Refund	\$2,246.00
3/6/2018	49495	Don Kinnamon	Travel Expense Reimbursement (CA Boating Congress Conference)	\$232.93
3/6/2018	49496	Emergency Vehicle Specialists Inc.	Patrol Truck Spotlight Repair	\$100.08
3/6/2018	49497	Garda CL West, Inc.	Deposit Courier Service	\$229.48
3/6/2018	49498	Independent Electric Supply, Inc.	Dock Lights & Tool	\$82.64
3/6/2018	49499	J.J. Keller & Associates, Inc.	Hazmat Labels	\$98.10
3/6/2018	49500	JAMES FULLER	Shower Key Deposit Refund (3 Keys)	\$60.00
3/6/2018	49501	Koby McCauley	2018 Medical Expense Reimbursement	\$700.00
3/6/2018	49502	Lockton Insurance Brokers, LLC	Directors/Officers Insurance, Automobile Insurance & Environmental Storage Tank Insurance	\$27,792.24
3/6/2018	49503	Moffat & Nichol	Dredging Volumes White Paper Report	\$10,034.00
3/6/2018	49504	Pacific Gas & Electric Company	Utilities	\$5,307.00
3/6/2018	49505	Palace Art & Office Supply	Office Supplies	\$194.91
3/6/2018	49506	San Diego Police Equipment Co.	Ammunition	\$615.98
3/6/2018	49507	Santa Cruz Municipal Utilities	Utilities	\$5,569.57
3/6/2018	49508	Valero Marketing & Supply Company	Fuel for Fleet Vehicles	\$1,736.29
3/6/2018	49509	West Marine Pro	Almar Flag & Window Pulls	\$22.55
3/15/2018	49510	JEFF CANEPA	Claim Settlement	\$750.00

3/19/2018	49511	AA Safe & Security Co.	Lock for 333 Lake Avenue	\$164.48
3/19/2018	49512	Allied Administrators for Delta Dental	Delta Dental Insurance (March 2018)	\$2,615.77
3/19/2018	49513	AT&T	Telephone	\$4,555.96
3/19/2018	49514	CIT	Telephone System Lease	\$337.76
3/19/2018	49515	Bay Plumbing Supply, Inc.	Plumbing Supplies	\$487.47
3/19/2018	49516	Bayside Oil II, Inc.	Waste Oil Removal	\$445.50
3/19/2018	49517	Big Creek	Tide Boards for Bridge	\$709.73
3/19/2018	49518	Cale America, Inc.	Parking Machine Monthly Service (6 Machines)	\$624.00
3/19/2018	49519	California State Disbursement Unit	Wage Garnishment (Payroll Deduction)	\$250.00
3/19/2018	49520	Carpi Clay & Smith	Washington Representation	\$800.00
3/19/2018	49521	Central Home Supply	J-Dock Shower Remodel Supplies & Gravel for North Harbor Pathway	\$533.81
3/19/2018	49522	Coast Crane Company	Annual Crane Inspection / Certification	\$575.34
3/19/2018	49523	Comcast	Business Internet Service	\$52.11
3/19/2018	49524	Compass Bank	Fee on Unused Line of Credit	\$416.67
3/19/2018	49525	Complete Mailing Service	Mailing of FY19 Slip Fee Increase Letter & Statement Mailing & Postage	\$1,570.07
3/19/2018	49526	Computer Technical Specialists, Inc.	Email Scanning & Backup Services	\$283.50
3/19/2018	49527	Crow's Nest Restaurant	1/2 Concession Lot Garbage & Compactor Lease	\$2,364.34
3/19/2018	49528	Crystal Springs Water Co.	Drinking Water for Boatyard	\$54.00
3/19/2018	49529	Data Ticket, Inc.	Citation Processing	\$300.00
3/19/2018	49530	Ditto's Embroidery	Uniform Shirts for Operations Staff	\$737.30
3/19/2018	49531	Dooley Enterprises	Ammunition	\$1,901.84
3/19/2018	49532	DOUG STAFFORD	Security Deposit Refund	\$117.00
3/19/2018	49533	DOUGLASS MAHONE	Security Deposit Refund	\$57.97
3/19/2018	49534	Dredging Supply Company, Inc.	Spare Parts (Fuel Pump & Flow Control Valve) for Twin Lakes	\$2,510.59
3/19/2018	49535	Elevator Service Company	Elevator Contract Service (\$218.40 Tenant Reimbursable)	\$420.00
3/19/2018	49536	Emma Olin	Mileage Expense Reimbursement	\$91.69
3/19/2018	49537	EVAN DIOLA	Credit Balance Refund	\$50.00
3/19/2018	49538	Ewing Irrigation Products, Inc.	Irrigation Repair	\$148.59
3/19/2018	49539	Fastenal Company	Materials for Aluminum Dock Gate Prototype	\$649.82
3/19/2018	49540	FedEx Office	Shipping (Recipient Reimbursable)	\$25.78
3/19/2018	49541	Ferguson Enterprises, Inc.	Plumbing Supplies & J-Dock Shower Remodel Supplies	\$396.73
3/19/2018	49542	First Alarm Security & Patrol, Inc.	Security Patrol	\$4,238.64

3/19/2018	49543	Flyers Energy, LLC	Fuel for Beach Equipment & <i>Squirt</i>	\$1,256.17
3/19/2018	49544	Garda CL West, Inc.	Excess Items Fee	\$11.95
3/19/2018	49545	Geo. H. Wilson, Inc.	Quarterly Maintenance Service Agreement & Heater Repair at 2222 East Cliff Drive	\$1,225.00
3/19/2018	49546	Home Depot Credit Services	Plumbing Supplies, J-Dock Shower Remodel Supplies, LED Flashlights, Flanges, Butane Torch	\$794.24
3/19/2018	49547	Hose Shop	Lines for Chopper on <i>Twin Lakes</i> Snorkle	\$1,819.39
3/19/2018	49548	Independent Electric Supply, Inc.	I-Dock Breaker Repair & Light Bulbs	\$3,026.55
3/19/2018	49549	JEFF COFFIN	Security Deposit Refund	\$629.55
3/19/2018	49550	JON CURCIO	Security Deposit Refund	\$55.57
3/19/2018	49551	Jorgensen, Siegel, McClure & Flegel, LLP	Legal Consultation	\$1,257.80
3/19/2018	49552	Long Distance Consolidated Billing	Long Distance Telephone	\$144.33
3/19/2018	49553	MAILFINANCE	Postage Meter Lease	\$178.92
3/19/2018	49554	Mesiti-Miller Engineering, Inc.	Consulting Services - Aldo's Seawall Design & Engineering Services	\$23,861.00
3/19/2018	49555	Microflex Corporation	Gloves	\$126.75
3/19/2018	49556	Mid County Auto Supply	Belts & Hoses, Fleet Parts & Supplies for <i>Twin Lakes</i>	\$1,075.40
3/19/2018	49557	Mission Uniform Service	Uniform Cleaning	\$563.35
3/19/2018	49558	Operating Engineers Local Union No. 3	OE3 Union Dues (Payroll Deduction)	\$315.00
3/19/2018	49559	Pacific Gas & Electric Company	Utilities	\$13,967.45
3/19/2018	49560	Palace Art & Office Supply	Office Supplies	\$109.07
3/19/2018	49561	Peterson	Valve & Thermostat Adjustment on <i>Twin Lakes</i> , Purchase of Extended Warranty Contract for Dozer	\$4,978.64
3/19/2018	49562	Riverside Lighting & Electric	Light Bulbs	\$293.48
3/19/2018	49563	RR Donnelley	Citation Books	\$2,740.69
3/19/2018	49564	RYAN SCHMIDT	Shower Key Deposit Refund	\$20.00
3/19/2018	49565	San Lorenzo	Door Bottoms for J-Dock Facilities	\$21.46
3/19/2018	49566	Santa Cruz Electronics, Inc.	Transformer for Shower Key Access	\$71.50
3/19/2018	49567	Santa Cruz Municipal Utilities	Utilities	\$6,822.82
3/19/2018	49568	Santa Cruz Sentinel	Legal Advertisement - RFP for Pile Repair & Replacement Project (Phase I) 2018	\$352.00
3/19/2018	49569	SC Fuels	Gasoline & Diesel for Fuel Dock	\$19,872.29
3/19/2018	49570	State Steel Company	Aluminum for Dock Gate Prototype	\$294.96
3/19/2018	49571	Supply Works	Janitorial Supplies	\$261.69
3/13/2018	49572	Svensden's Boat Works	Boatyard Retail Items	\$1,356.25
3/19/2018	49573	Toby Goddard	Travel Expense Reimbursement (CMANC Conference)	\$1,921.12

3/19/2018	49574	TOM DEMBSKI	Security Deposit Refund	\$155.00
3/19/2018	49575	TOM STROUD	Security Deposit Refund	\$200.00
3/19/2018	49576	UNUM Life Insurance Co. of America	Life, LTD & AD&D Insurance	\$1,091.77
3/19/2018	49577	US Relay	Monthly Webcam Service (2 Cameras)	\$484.00
3/19/2018	49578	Verizon Wireless	Cell Phone & Tablet Service	\$578.31
3/19/2018	49579	West Marine Pro	Shore Power Cord for <i>Dauntless</i>	\$108.48
3/22/2018	49580	Olive Springs Quarry, Inc.	Asphalt for Storm Drain Berm at Boatyard (Industrial Stormwater Permit Upgrades)	\$160.05
3/22/2018	49581	Print Smith	Business Card Printing	\$282.47
3/1/2018	EFT	CalPERS	Health Insurance Premiums	\$27,010.95
3/2/2018	EFT	ChargeltPro	Front Desk Credit Card Fees	\$1,255.45
3/5/2018	EFT	Empower Retirement	457 Payment (Payroll Deduction)	\$2,294.76
3/5/2018	EFT	PAYCHEX	Net Payroll	\$69,275.64
3/5/2018	EFT	PAYCHEX	Payroll Taxes	\$28,175.12
3/5/2018	EFT	CalPERS	CalPERS Retirement	\$13,249.36
3/5/2018	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$110.77
3/5/2018	EFT	PAYCHEX	Payroll Fees	\$374.65
3/6/2018	EFT	PAYCHEX	Time & Labor Online Fees	\$253.00
3/6/2018	EFT	Staples Credit Plan	Office Supplies	\$145.01
3/7/2018	EFT	Comerica Cardmember Services	Medical Supplies, Breakroom Supplies, Keel Coolers for <i>Dauntless</i> , Radio Holsters, Tool Box for <i>Dauntless</i> , Foam for Dredge Buoy, Coolant for <i>Squirt</i> Engine, Signage, Employment Advertising, Port Commission Meeting Refreshments, Fuel Transfer Pump, Alarm Monitoring, Pipe and Flanges for <i>Twin Lakes</i>	\$3,710.13
3/10/2018	EFT	ChargeltPro	ChargeltPro Monthly Fee	\$15.00
3/12/2018	EFT	Merchant Services	Online Billpay Credit Card Fees	\$171.75
3/12/2018	EFT	Merchant Services	CALE Parking Machine Credit Card Fees	\$1,012.95
3/12/2018	EFT	Merchant Services	Boatyard Credit Card Fees	\$383.12
3/12/2018	EFT	Comerica Bank-Cost Center	Bank Service Charges	\$1,083.13
3/20/2018	EFT	PAYCHEX	Net Payroll	\$68,247.84
3/20/2018	EFT	Empower Retirement	457 Payments (Payroll Deduction)	\$2,333.67
3/20/2018	EFT	CalPERS	CalPERS Retirement Unfunded Liability	\$13.05
3/20/2018	EFT	CalPERS	CalPERS Retirement Unfunded Liability	\$32.76
3/20/2018	EFT	CalPERS	CalPERS Retirement Unfunded Liability	\$15,163.92

3/20/2018	EFT	CalPERS	CalPERS Retirement	\$13,414.56
3/20/2018	EFT	PAYCHEX	Payroll Taxes	\$28,911.80
3/20/2018	EFT	PAYCHEX	Payroll Fees	\$388.33
Total March 2018 Disbursements				\$488,381.29



Harbormaster's Report
 Regular Public Session of April 24, 2018

Boatyard Report:

Service	Mar 18'	Feb 18'	Jan 18'
Haul outs	18	23	19
Hang in straps	11	4	5
Haul from water onto trailer	0	0	0
Splash	21	21	15
To/From Trailer	1	1	3
Crane Ops	4	3	3
Masts	0	0	0
Trailer Boats (No Lift)	0	0	0

The Santa Cruz Harbor Boatyard hosted its 4th Annual Marine Flea Market on Saturday, March 31, 2018. The event was well attended with thirty-four vendors. A fun time was had by all. The following items were sold as surplus by the Port District: six kayaks, a bike, twin propellers, a trailer, two chairs, an inflatable boat with trailer, and a fiberglass boat. Total sales were \$1,460.00.

Two commercial fishing vessels visited the boatyard from Pillar Point Harbor to take advantage of the "Commercial Fishermen's Special," which offered commercial fishermen a 20% discount for haul outs and lay days. The special was valid February 26, through March 31, 2018.

The boatyard's Travelift was inspected by the manufacturer, and there were no deficiencies reported.

Harbor Activities/Events/News:

Santa Cruz Yacht Club's Wednesday Night Sailboat Races resumed on March 14, 2018.

In preparation for a busy recreational and commercial fishing season, the catamarans were moved from the launch ramp parking lot to harbor beach for seasonal storage (April – October).

Staff recently offered 17 north harbor slips to the waiting list, which were previously not rentable due to shoaling. All 17 offers have been accepted. Additionally, some vessels that were displaced from X-Dock and J-Dock have been able to move back into their slips.

Santa Cruz Yacht Club hosted the Champion of Champions regatta.

Training

During the past month, harbor staff participated in the following training:

Back Protection and Lifting Procedures Training

Staff participated in back protection and lifting procedures training. Training included proper gripping, flexing and lifting procedures, repetitive motion, and variety of other preventative back safety measures.

Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

Two staff members successfully completed the OSHA 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) online training. Topics presented included: regulatory compliance, toxicology, toxic substances and effects, chemical hazards, industrial, biological, physical and electrical hazards, confined spaces, cold and heat illnesses and protective equipment and clothing.

Operations Orientation

Newly hired employees participated in an orientation to begin their seasonal training. The orientation included a harbor tour, uniform distribution, and an overview of job duties (parking control and citations, fuel dock procedures, radio procedures, and emergency response training). Each new-hire has partnered with an existing staff member to assist them with the training process.

Questioning of Minors Training

All Deputy Harbormasters completed a “questioning of minors,” training. Subjects included: suppression issues, custodial interrogations and exigent circumstances.

Courtroom Testimony Training

All Deputy Harbormasters successfully completed courtroom testimony training. Topics presented included: preparation, impartiality, memory, language and etiquette.

Emergency Medical Technician (EMT) Recertification Course

One Deputy Harbormaster successfully completed a 32-hour Emergency Medical Technician (EMT) recertification course.

Fuel Prices

Unleaded	\$4.35
Diesel	\$3.59
Commercial Diesel	\$3.49



Facilities and Engineering Manager's Report

Public Meeting of April, 24, 2018

Dredge Operations

North Harbor Dredging

Crews have made significant progress deepening the X-J channel and culvert area. North harbor dredging of coarse-grained material (greater than 80% sand), is permitted through April 30, 2018. Crews plan to continue dredging the X-J channel, focusing on J-Dock berthing areas, for the remainder of the season.

Entrance Dredging

Crews are working to address shoaling along the northwest side of the entrance channel (near Aldo's). Once work in this area is completed, crews plan to dredge the area near the fuel dock for the remainder of the season. South harbor dredging is permitted through April 30, 2018.

Offshore Pipeline

The offshore pipeline utilized for entrance dredging broke in two places during recent large swell and storm activity. Crews successfully retrieved the two broken sections of pipeline and have temporarily placed them on harbor beach. Loss of the pipeline will not impact dredge operations for the remainder of the season.

Maintenance

Launch Ramp

Parking lines in the launch ramp have been cleaned and restriped and some areas have been resealed. Crews completed this work in preparation of the opening of salmon season.

Westside Retaining Wall

Crews removed the old, wooden retaining wall, which lines the walkway from A-Dock to Atlantic Avenue, on the harbor's west side. Crews plan to install a new concrete retaining wall in its place.

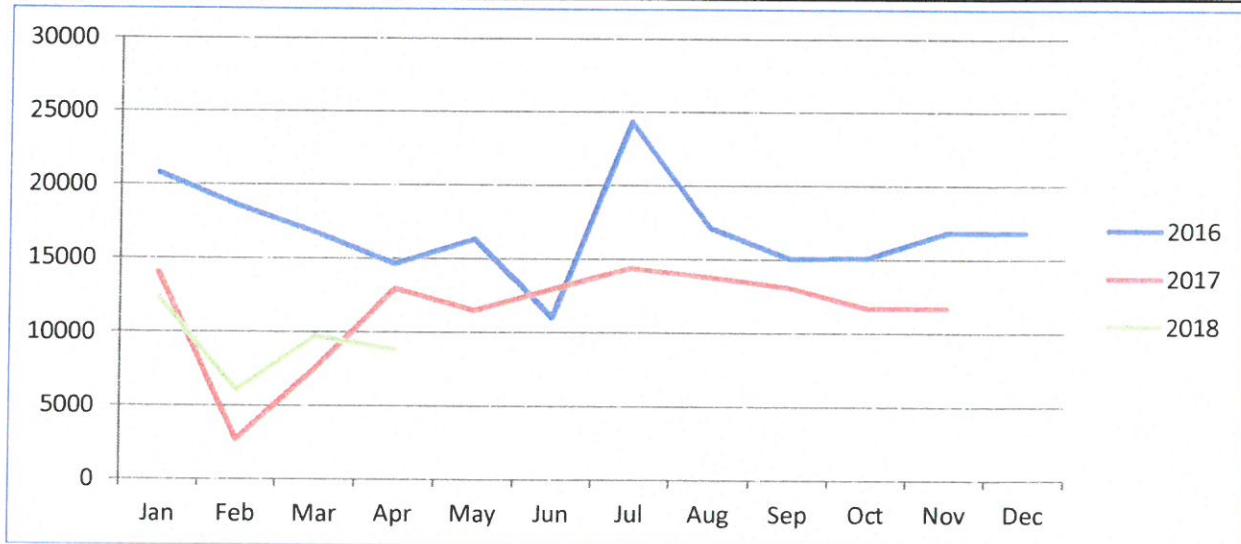
Aerator Installation

Crews deployed aerators throughout the harbor for the upcoming season.

Santa Cruz Port District
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of April 17, 2018.

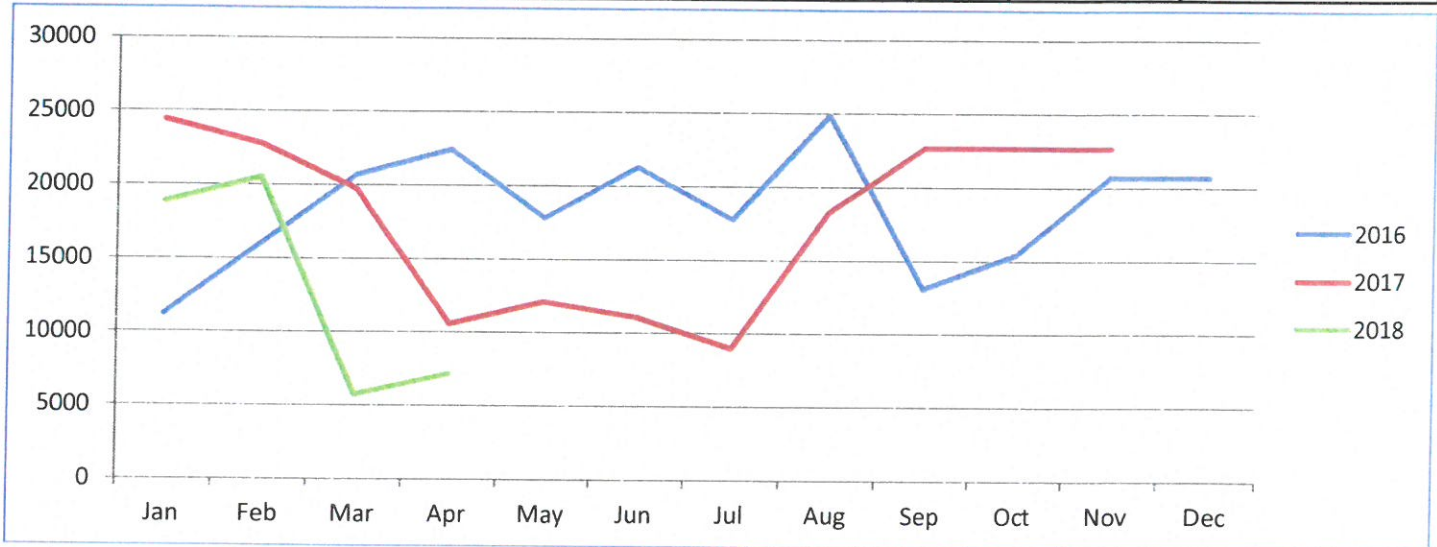
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
42228	744.99	729.87	325.65	0.00	1,800.51
55646	467.94	455.85	388.74	0.00	1,312.53
55583	428.91	418.75	319.06	0.00	1,166.72
45545	336.97	328.47	300.96	0.00	966.40
3131	258.55	252.08	225.12	0.00	735.75
57049	271.57	240.72	213.88	0.00	726.17
56146	261.26	160.59	183.01	0.00	604.86
55562	257.32	254.78	77.28	0.00	589.38
55132	152.01	123.77	123.77	0.00	399.55
56995	143.96	141.64	0.68	0.00	286.28
57411	84.95	83.31	57.83	0.00	226.09
Total:	3,408.43	3,189.83	2,215.98	0.00	8,814.24



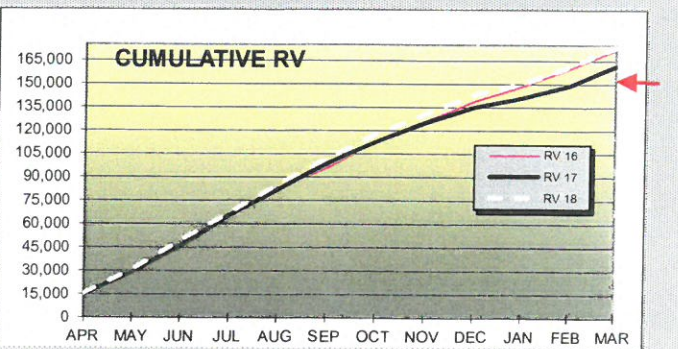
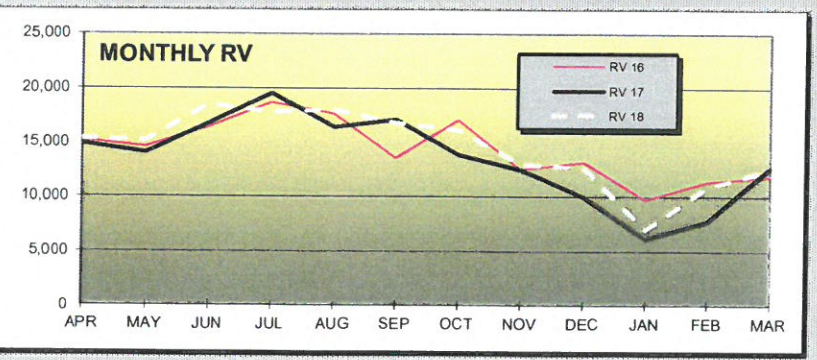
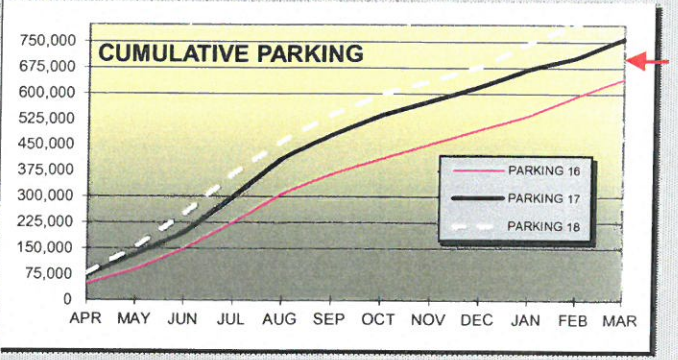
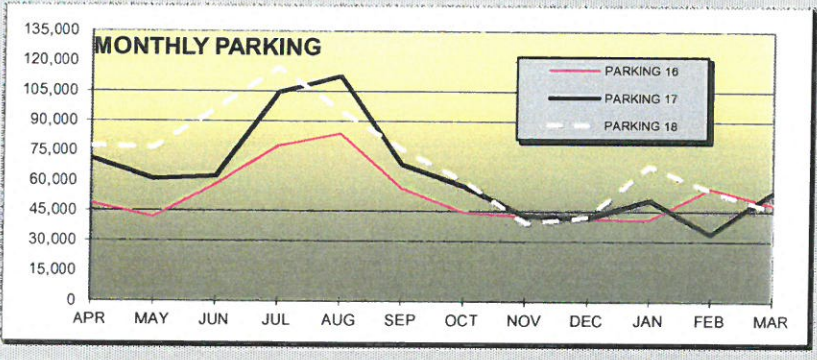
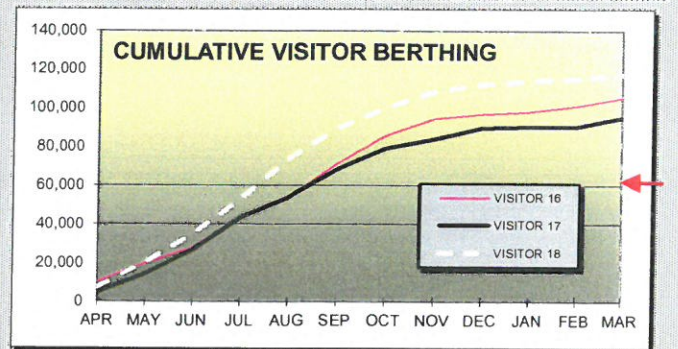
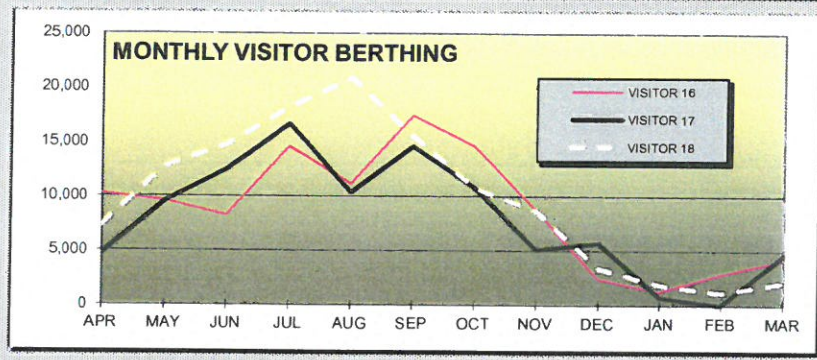
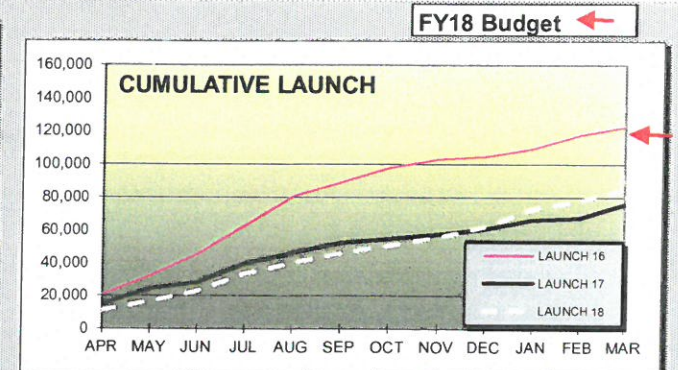
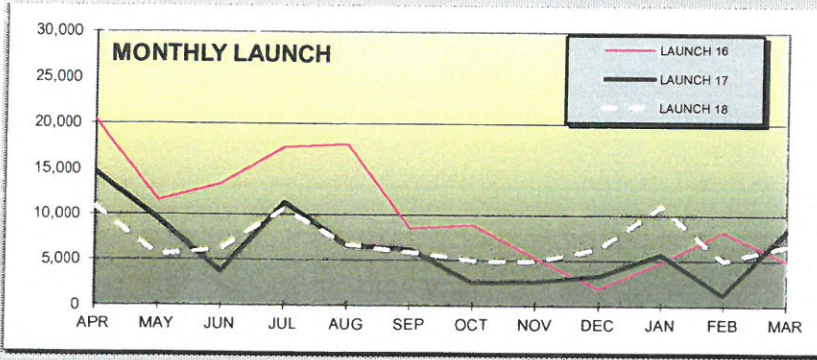
Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of April 17, 2018.

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
2862	683.57	667.99	661.98	1,509.52	3,523.06		Revoked / Liened
3083	273.41	268.56	265.70	409.79	1,217.46		Payment Plan
55956	224.93	179.61	219.61	209.43	833.58		Revoke effective 4/30/18
56994	87.36	85.72	85.24	420.90	679.22		Revoke effective 4/30/18
48858	0.00	27.31	0.00	305.11	332.42		Revoked / Liened
48170	81.82	80.28	79.82	54.37	296.29		Revoke effective 4/30/18
56036	81.82	80.28	79.82	54.37	296.29		Revoke effective 4/30/18
TOTAL:	1,432.91	1,389.75	1,392.17	2,963.49	7,178.32		



SEASONAL INCOME





TO: Port District Commission
FROM: Latisha Marshall, Harbormaster
DATE: April 7, 2018
SUBJECT: Crime/Incident/Citation Report March 2018

Crime Reports, Assists Outside Department and Incident Reports:

- 3/5/18 Harbor Patrol took an incident report after a subject was discovered unconscious in the area of X-Dock. The subject was transported to the hospital via ambulance for treatment.
- 3/5/18 Harbor Patrol took a vandalism report after damage to the dredge yard fence was discovered. No suspect information is available.
- 3/8/18 Harbor Patrol responded to a report of a physical altercation in the area of C-Dock. The subject who was pushed did not want to pursue the matter further. No injuries were reported.
- 3/12/18 Harbor Patrol took an accident report after a sailing vessel's shackle malfunctioned, which caused the vessel to capsize in the entrance channel. Harbor Patrol assisted the vessel operator and righted the vessel. No injuries were reported.
- 3/26/18 Harbor Patrol performed a vehicle stop in the area of East Cliff Drive and discovered that the driver had outstanding warrants. Harbor Patrol arrested the subject and transported the subject to county jail without further incident.
- 3/28/18 Harbor Patrol took an accident report after a sailing vessel collided with an unknown object while transiting near the fuel dock. No injuries were reported. A damage assessment has yet to be completed.
- 3/29/18 Harbor Patrol took an incident report after a small fuel spill was reported in the area of the Boatyard. A fishing vessel released bilge water while it was being hauled out. Appropriate containment, cleanup and reporting measures were performed.
- 3/30/18 Harbor Patrol took an accident report after the Travelift collided with a light pole in the Boatyard. There was no damage to the Travelift, but the light pole sustained minor damage. No injuries were reported.

Search/Rescue/Recovery:

- 3/16/18 Harbor Patrol responded to a report of two swimmers in distress in the area of Sand Dollar Beach. Prior to Harbor Patrol's arrival, the swimmers self-rescued, and the call was cancelled.

- 3/23/18 Harbor Patrol responded to a report of a swimmer in distress in the area of Columbia Street and West Cliff Drive. Prior to Harbor Patrol's arrival, it was discovered the swimmer was not in distress. Harbor Patrol returned to the harbor without further incident.
- 3/25/18 Harbor Patrol responded to a report of a swimmer in distress in the area of Capitola Beach. Prior to Harbor Patrol's arrival, the swimmer self-rescued.
- 3/26/18 Harbor Patrol responded to a report of a cliff rescue in the area of Mitchell's Cove. Prior to Harbor Patrol's arrival, the fire department rescued the subject.
- 3/28/18 Harbor Patrol responded to a report of a swimmer in distress in the area of West Cliff Drive. Once on scene, it was discovered the swimmer was not in distress. Harbor Patrol returned to the harbor without further incident.
- 3/29/18 Harbor Patrol responded to a report of two swimmers in distress in the area of Hidden Beach. Prior to Harbor Patrol's arrival, State Parks Lifeguards assisted the swimmers safely to shore.

March Parking Citations: 151

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



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

March 28, 2019

Pacific Fisheries Management Council
7700 NE Ambassador Place, Suite 101
Portland, Oregon 97220-1384

SUBJECT: Salmon Management

Dear Pacific Fisheries Management Council (PFMC):

The Santa Cruz Small Craft Harbor, located on the Central Coast of California, is home to a small and active commercial fishing fleet and is a significant hub for recreational fishing. Salmon is the primary fishery that drives commercial and recreational fishing activity out of Santa Cruz Harbor. The ability of our commercial operators to fish for salmon and ensure continued sustainability of the fishery are essential to ensuring the continued viability of our local fleet.

The Santa Cruz Port District Commission (Port Commission) understands that the PFMC is considering three options for the upcoming commercial salmon season. The Port Commission is concerned that even the most liberal of these options (Option 1) drastically curtails fishing activities this year, and does not provide enough opportunity to make the salmon season financially feasible for our commercial operators.

The Port Commission and Santa Cruz Harbor's commercial operators support measures that ensure rebuilding stocks and the continued sustainability of the Sacramento Fall Run Chinook (SFRC), while providing viable commercial and recreational fishing opportunities. We understand that PFMC may implement strategies suggested by the California Department of Fish and Wildlife intended to protect the SFRC stock, and that commercial operators have concern about full implementation because of variables which have the potential to create negative impacts. We also understand that other alternatives have been suggested by commercial operators that may achieve the objectives of continued viability for commercial operators and sustainability of the salmon fishery.

We urge the PFMC to analyze and consider viable alternatives which achieve these objectives.

Sincerely,

A handwritten signature in black ink, appearing to be "Dennis Smith", written over a light blue circular stamp.

Dennis Smith, Chairman
Santa Cruz Port District Commission

Team O'Neill LLC
1071 41st Ave.
Santa Cruz, CA 95062

April 4, 2018

Santa Cruz Port District Commissioners
135 5th Avenue
Santa Cruz, CA 95062

Re: Catamaran Update

Dear Commissioners,

As you probably know, for the last three years we have been working on a replacement for our Team O'Neill Catamaran. We will be requesting to replace our vessel at the Harbor for O'Neill Sea Odyssey and O'Neill Charters.

The new boat is currently being built by Schooner Boat Works in Portland, and we are obtaining our U.S. Coast Guard Approval for 99 passengers. The new boat is the same size as our current catamaran and should be ready to begin operations July 2019. We have preliminarily met with harbor staff and understand that a charter application and business plan for the replacement vessel will be required, and that a Port Commission review process will follow.

We are selling the O'Neill Power Cat currently berthed at F02. When the time comes to sell the Team O'Neill catamaran, we will work with harbor staff to move it to slip F02. In the meantime, we intend to sublet slip F02 after the Power Cat sells.

We wanted to keep you updated on the progress. Please let me know if we need to do anything further in order to have a smooth transition with our new boat.

Thanks for all your help.

Sincerely,



Tim O'Neill

Captain

Port Commission Review Calendar 2018-19

2018

January-March

- ✓ Committee assignments for 2018
- ___ Sea Scouts' bi-annual report
- ✓ Slip vacancy bi-annual report / waiting list statistics
- ✓ FY 19 Budget
- ✓ Review 5-year CIP
- ✓ Ethics Training Update
- ✓ Form 700 Filing (due by 03/31 each year)

April-June

- Intero lease exp. 5/31/18 (no option)
- ___ Dredge Report 2017-18
- ___ 2017 Vessel Use List Review

July-September

- ___ Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- ___ Sea Scouts' bi-annual report
- ___ Slip vacancy bi-annual report / waiting list statistics
- ___ Review / amend conflict of interest code

October-December

- ___ Annual review of business use of slips
- ___ Ethics training (Dec 2018)
- ___ Port Commission officers for 2019
- ___ Update on Murray Street Bridge Project
- ___ Biennial Update to Conflict of Interest Code

Committee Review Items (timeline not specified)

- ___ Review sublet fee structure, partnership fee structure, vessel use list and monthly end-tie rates (Business-Finance Committee)
- ___ Review of vessel use list policies (Policy/Operations Committee)
- Discuss insurance requirements for licensees (Policy/Operations Committee) review in process; future public workshop scheduled April 26, 2018

2019

January-March

- ___ Committee assignments for 2019
- ___ Sea Scouts' bi-annual report
- ___ Slip vacancy bi-annual report / waiting list statistics
- ___ FY 20 Budget
- ___ Review 5-year CIP
- ___ Ethics Training Update
- ___ Form 700 Filing (due by 03/31 each year)
- ___ Bi-annual Anti-Harassment/Anti-Discrimination Training

April-June

- ___ Dredge Report 2018-19
- ___ Vessel Use List Review

July-September

- ___ Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- ___ Sea Scouts' bi-annual report
- ___ Slip vacancy bi-annual report / waiting list statistics

October-December

- ___ Annual review of business use of slips
- ___ Port Commission officers for 2020
- ___ Nexus Wealth Advisors lease exp. 11/30/19 (2) 3 year options

Future Calendar

- ABC End-Tie review after Murray Street Bridge Retrofit
- March 2020 Marc Kraft PY&S sublease extension (2 years)

Updated 04/19/18
Progress/CommissionReviewCalendar-2018.doc

Key

- ___ Pending
- In process
- ✓ Done