



Special Public Session of March 7, 2025

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present:*

Toby Goddard      Chair  
Reed Geisreiter      Vice-Chair  
Robert DeWitt      Commissioner

*Commission Members Absent:*

Stephen Reed      Commissioner  
Bill Lee      Commissioner

**SPECIAL PUBLIC SESSION –11:00 AM**

Chair Goddard convened the special public session at 11:00 AM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA (hybrid meeting platform).

1. Oral Communication

Discussion: Commissioner DeWitt stated that the Santa Cruz Yacht Club hosted a community meeting on February 26, 2025, regarding the upcoming City of Santa Cruz Murray Street Bridge Seismic Retrofit and Barrier Replacement Project. He stated that the meeting was well attended and reflected strong public interest in the project.

Port Director MacLaurie stated that the Port District, in conjunction with the City of Santa Cruz, will host a Community Stakeholder Meeting for the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project on March 11, 2025, at 7:00 PM.

2. Award of Contract for Elevator Electrical Repairs – 493 Lake Avenue (NTE \$36,000)

Discussion: Port Director MacLaurie stated that on February 6, 2025, the Port Commission approved a \$75,000 contract for an Elevator Modernization Project. She stated that while work for this project is currently underway, additional electrical repairs and upgrades have been identified and require attention.

Port Director MacLaurie recommended that the Port Commission authorize a contract with Muscio Electric in an amount not to exceed \$36,000 for the additional elevator electrical repairs.

MOTION: Motion made by Commissioner DeWitt, seconded by Vice-chair Geisreiter to award a contract for the elevator repairs to Muscio Electric; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount for construction; and approve an appropriation in the FY25 budget for the amount of the contract plus a contingency.

- *Motion carried. Commissioner Reed and Commissioner Lee ABSENT.*

3. Award of Contract for FF-Dock Rowing Rack Relocation (NTE \$46,200)

Discussion: Port Director MacLaurie stated that to accommodate construction for the City of Santa Cruz's Murray Street Bridge Seismic Retrofit and Barrier Replacement Project, a portion of the existing rowing rack located under the bridge will be temporarily relocated to AA-Dock for the duration of construction. She stated that Cushman Contracting Corporation, who is currently mobilized in the harbor for another project, has the appropriate skill set and equipment to facilitate the rack relocation.

Port Director MacLaurie recommended that the Port Commission award a contract for the FF-Dock Rowing Rack Relocation Project in an amount not to exceed \$46,200 for the work involving disconnecting, moving, and reinstalling the row rack.

In response to questions posed by the Commission, Port Director MacLaurie stated that Harbormaster Anderson has been working on a thoughtful and comprehensive vessel relocation plan, which will be provided at the upcoming Murray Street Bridge Seismic Retrofit and Barrier Replacement Project Community Stakeholder Meeting on March 11, 2025.

MOTION: Motion made by Vice-chair Geisreiter, seconded by Commissioner DeWitt to award a contract for the FF-Dock Rowing Rack Relocation Project; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount for construction; and approve an appropriation in the FY25 budget for the amount of the contract plus a contingency.

- *Motion carried. Commissioner Reed and Commissioner Lee ABSENT.*

Chair Goddard adjourned the special public session at 11:18 AM.

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Toby Goddard, Chair



Special Closed and Regular Public Session of March 25, 2025

## Santa Cruz Port Commission MINUTES

### *Commission Members Present:*

Toby Goddard	Chair
Reed Geisreiter	Vice-chair
Stephen Reed	Commissioner
Bill Lee	Commissioner
Robert DeWitt	Commissioner

### **SPECIAL PUBLIC SESSION – 4:30 PM**

Chair Goddard convened the special public session at 4:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA.

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

At 4:30 PM, Chair Goddard announced that the Commission will meet in closed session to discuss agenda items 3 and 4.

### **SPECIAL CLOSED SESSION**

3. Conference with Real Property Negotiators  
Property: 499 Lake Avenue  
Agency Designated Representative: H. MacLaurie  
Negotiating Parties: C. Risley  
Under Negotiation: Property Acquisition
4. Conference with Real Property Negotiators  
Property: 216 4<sup>th</sup> Avenue  
Agency Designated Representative: H. MacLaurie  
Negotiating Parties: R. Steere  
Under Negotiation: Easement

### **SPECIAL PUBLIC SESSION**

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

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

Chair Goddard adjourned the special open session following the closed meeting at 5:20 PM.

## **REGULAR PUBLIC SESSION – 5:30 PM**

Chair Goddard convened the regular public session at 5:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA (hybrid meeting platform).

6. Pledge of Allegiance
7. Oral Communication

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

Monte Ash, owner of TowBoatUS Santa Cruz, introduced Anthony Capriccio as the incoming owner, highlighting his five years as the primary standby captain and his strong maritime qualifications. Captain Ash thanked the Commission and staff for their support over the years. The Commission recognized Captain Ash for his dedicated service and contributions to the harbor.

## **CONSENT AGENDA**

8. Approval of Minutes
  - a) Special Public Budget Meeting of February 6, 2025
  - b) Special Closed and Regular Public Meeting of February 25, 2025
9. Review of Emergency Action for North Harbor Dock Repair Work
10. Award of Contract for California State Parks Ocean Lifeguard Services (NTE \$28,678)

MOTION: Motion made by Commissioner Reed, seconded by Vice-chair Geisreiter to approve consent agenda items 8 through 10.  
- *Motion carried unanimously.*

## **REGULAR AGENDA**

11. Award of Contract for Demolition and Reconstruction of FF-Dock Project (Phase 1)

Discussion: Port Director MacLaurie stated that a request for proposals for the Demolition and Reconstruction of FF-Dock Project (Phase 1) was advertised, commencing March 1, 2025. She stated that two bids were received, and Cushman Contracting Corporation (Cushman) was the low bidder.

She provided the figures below that represent the estimated construction budget based on Cushman's bid:

Contract Amount	\$3,191,538
<u>Contingencies (approx. 10%)</u>	<u>\$ 308,462</u>
Total Construction Cost	\$3,500,000

In response to a question posed by Commissioner Lee, Port Director MacLaurie stated that, under the agreement with the City, any project costs that exceed the \$5.7 million cap may be submitted to the City for reimbursement.

In response to a question posed by Chair Goddard, Facilities Maintenance & Engineering Manager Wulf stated that piles replaced as part of this project will conform with industry standards and be consistent with those installed as part of the 2023 Pile Replacement Project.

MOTION: Motion made by Vice-chair Geisreiter, seconded by Commissioner DeWitt to award a contract for the Demolition and Reconstruction of FF-Dock Project (Phase 1); authorize the Port Director to execute the contract; and authorize a not-to-exceed amount for construction; and approve an appropriation in the FY25 budget for the amount of the contract plus a contingency.  
- *Motion carried unanimously.*

12. Approval of Resolution 25-06 – Declaration of Intent to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Obligations

Discussion: Port Director MacLaurie stated that approval of the resolution does not commit the Port District to issuing Debt Obligations, but ensures compliance with federal tax laws if and when such debt is issued. She recommended approval of Resolution 25-06.

MOTION: Motion made by Commissioner Lee, seconded by Commissioner DeWitt to approve resolution 25-06.  
- *Motion carried unanimously.*

13. Approval of Additional Services Contract for West Side Seawall – Mesiti Miller Engineering

Discussion: Port Director MacLaurie stated that an additional services contract with Mesiti-Miller Engineering (MME) for the West Side Seawall Project is being presented due to unanticipated project overruns that exceed the original contract amount. She explained that the additional services, valued at approximately \$60,000, have been rendered by MME and include detailed cost estimating and design work beyond the initial schematic phase.

There was a consensus among the Commission to:

- Direct staff to request a written explanation from MME detailing the specific need for the additional services and how similar issues will be avoided in the future.
- Postpone action on the matter until the requested documentation is received and reviewed.

14. Approval of Transaction Administration Letter with PNC Bank (*There was no discussion on this agenda item*)

MOTION: Motion made by Vice-chair Geisreiter, seconded by Commissioner Reed to authorize the Chair to execute the Transaction Administration Letter with PNC Bank.

- *Motion carried unanimously.*

15. Approval of Cash/Payroll Disbursements – February 2025 (*There was no discussion on this agenda item*)

MOTION: Motion made by Commissioner Reed, seconded by Commissioner Lee to approve cash and payroll disbursements for February 2025, in the amount of \$1,105,273.38.

- *Motion carried unanimously.*

## **INFORMATION**

16. Port Director's Report

Port Director MacLaurie stated that she met with the District's insurance broker to review the upcoming policy renewal. She stated that several policies, including Maritime Employers' Liability, Dry Property, and Equipment coverage will likely be bundled, resulting in a potential cost savings of approximately \$160,000.

17. Harbormaster's Report

Harbormaster Anderson stated that recreational salmon fishing may open on June 5, 2025, but only last a few days due to a 7,000 fish statewide quota.

In response to a question posed by Commissioner Reed, Harbormaster Anderson stated that the Coast Guard's proposed replacement foghorn atop Walton Lighthouse will be user-activated via VHF radio. He stated that it is common for all vessels, including human-powered watercrafts, to carry VHF radios.

18. Facilities Maintenance & Engineering Manager's Report

In response to a question posed by Chair Goddard, Port Director MacLaurie stated that Moffatt and Nichol will provide a comprehensive report upon completion of the pile inspection.

19. Sea Scouts Biannual Report (*There was no discussion on this agenda item*)

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

- a) Comparative Seasonal Revenue Graph
- b) LAIF & CLASS Statements

21. Delinquent Account Reporting (*There was no discussion on this agenda item*)
22. Harbor Patrol Incident Response Report – February 2025 (*There was no discussion on this agenda item*)
23. Written Correspondence (*There was no discussion on this agenda item*)
  - a) Letter from U.S. Representative Panetta to Director Vought, Lieutenant General Graham, and Deputy ASA Colosimo
  - b) Letter from Chair Goddard to Representative Panetta
  - c) Letter from California State Senator Laird to Representative Panetta
  - d) Letter from Santa Cruz County Supervisor Koenig to Representative Panetta
  - e) Letter from City of Santa Cruz Mayor Keeley to Representative Panetta
24. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Chair Goddard adjourned the regular public session at 6:25 PM.

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Toby Goddard, Chair



TO: Port Commission

FROM: Renee Ghisletta, Administrative Services Officer

DATE: April 15, 2025

SUBJECT: Approval of Month-to-Month Lease for 345 Lake Avenue, Suite F & G  
(Tenant: Clean Oceans International)

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

## **BACKGROUND**

Clean Oceans International, under former Executive Director, Jim Holms, has maintained a month-to-month rental agreement at Santa Cruz Harbor since January 1, 2010. With Mr. Holm stepping down from the organization, the new Executive Director, Amelia Labbe, wishes to continue tenancy and enter into a new month-to-month rental agreement for the space located at 345 Lake Avenue, Suite F & G.

## **ANALYSIS**

Terms of lease: Month-to-Month  
Tenant: Clean Oceans International (Amelia Labbe)  
Space: 345 Lake Avenue, Suite F & G (900 SF)  
Rent: \$1,863/mo.(\$2.07/SF, 30% public service discount) - Adjusted annually by CPI  
Use: Office space  
Insurance: \$1 million with Santa Cruz Port District named as additional insured

## **IMPACT ON PORT DISTRICT RESOURCES**

Approval of this lease will generate approximately \$22,356.00 per year in concession income.

ATTACHMENTS: A. Rental Agreement – 345 Lake Avenue, Suite F & G



**SANTA CRUZ PORT DISTRICT  
RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into as of the Agreement date in Section 1, by and between the SANTA CRUZ PORT DISTRICT COMMISSION, a political subdivision, 135 5th Avenue, Santa Cruz, California, 95062, hereafter referred to as "Landlord," and Tenant indicated in Section 1, hereafter referred to as "Tenant."

RECITALS:

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

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

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

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

Agreement Date:	April 11, 2025	Term:	Month to Month
Tenant:	Clean Oceans International		
Property:	345 Lake Avenue, Suites F & G (Approx. 900 SF)		
Premises:	Office Space		

	<i>Fixed Minimum</i>	<i>Time Period</i>	<i>Percentage Rent</i>	<i>Based On</i>
Rent:	\$1,863.00	per month	N/A	N/A

Rent Payable:	Monthly	on:	the 1 <sup>st</sup>	starting:	May 1, 2025
Rent Adjusted:	annually	on:	April 1	based on:	SF Bay Area CPI
Deposit:	\$1,863.00	paid:			
Use:	Office Space				

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

Notice Addresses:	<i>Landlord</i>	<i>Tenant</i>
	Santa Cruz Port District	Clean Oceans International
	Attn: Port Director	Amelia Labbe
	135 5 <sup>th</sup> Avenue	345 Lake Avenue, Suite G
	Santa Cruz, CA 95062	Santa Cruz, CA 95062

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

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

4. Rent.

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

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

(c) Payment of Fixed Minimum Rent. Fixed Minimum Rent shall be payable as indicated in Section 1, in advance, without notice, offset, or abatement. All rent and other sums payable by Tenant hereunder shall be paid to Landlord in currency of the United States of America (or by personal check unless Landlord otherwise notifies Tenant) at Landlord's address set forth in Paragraph 23 hereof, or at such other place as Landlord may from time to time designate in writing.

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

5. Use.

(a) Permitted Uses. Tenant shall use the Premises solely for the use indicated in Section 1 and for no other uses whatsoever. Tenant acknowledges that Landlord has made no warranties or representations to Tenant regarding the suitability of the Premises for Tenant's intended use, and Tenant waives all claims against Landlord regarding the suitability of the Premises for Tenant's intended uses. Landlord reserves the right to fix and determine rates charged (per Section 72 H&N).

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

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

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

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

Tenant shall indemnify Landlord from any damages suffered by Landlord, including, without limitation, cleanup costs, as a result of the generation, use, storage, transport, or release of hazardous materials by Tenant in, on, or about the Premises or the Property. For the purpose of this Agreement, the term "hazardous materials" shall mean (A) those substances listed in Title 22 section 66680 of the California Administrative Code, (B) substances within the criteria set forth in Title 22 sections 66693 through 66723 of the California Administrative Code, (C) substances which, at any time during the term hereof, are added to the list described in paragraph (A) above or which are within any future criteria described in subparagraph (B) above, (D) petroleum and all byproducts and distillates thereof, and (E) asbestos. Prior to bringing or allowing any hazardous materials to be brought onto the Premise or Property, Tenant shall notify Landlord as to the identity of said materials and the safeguards to be used in connection therewith. Landlord shall be entitled, in its sole discretion, to refuse to allow hazardous materials to be brought onto the Premises or Property. Landlord's consent to the introduction of any hazardous material onto the Property (i) shall not release Tenant from its duty to indemnify Landlord for any damages resulting from such materials, (ii) shall not be deemed to waive Landlord's right to disapprove of any subsequent introductions of hazardous materials onto the Property whether of the same or of a different nature than the material to which Landlord consented, and (iii) may be revoked at any time, in Landlord's sole discretion, whereupon Tenant shall remove such materials from the Property within five (5) days of receipt of Landlord's demand for removal. In all events, if any hazardous materials become located upon the Property for any reason other than as consented to by Landlord in accordance with the foregoing procedure; Tenant shall immediately notify Landlord as to the same.

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

(f) Non-permitted Uses. Tenant shall not permit the Premises to be used for any purpose not described in Paragraph 5(a) or for any unlawful purpose; and Tenant shall not perform, permit, or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of the laws and ordinances of the United States, State of California, or City of Santa Cruz, as the same may be now or hereafter in force and effect. Without limiting the generality of the foregoing, Tenant specifically agrees not to cause or permit generation of unreasonable levels of noise from other sources, which might disturb liveaboard slip licensees, or residential neighbors of the Port District from 9:00 pm until 6:00 am each day during the lease term. Tenant further specifically agrees to prevent emission from the Premises into the air of any smoke or other noxious substances, or any odors reasonably deemed offensive to personnel of Landlord, liveaboard slip licensees or residential neighbors of the Port District.

(g) Compliance with Laws. Tenant shall abide by all applicable rules, codes, regulations, resolutions, ordinances and statutes of Landlord, the City of Santa Cruz, County of Santa Cruz, California Coastal Commission, State of California, or other governmental body where applicable, respecting the use, operation, maintenance, repair or improvement of the Premises and equipment therein, and shall pay for any and all licenses or permits required in connection with the use, operation, maintenance, repair, or improvement of the Premises.

6. Ownership of Improvements. All structures, buildings, improvements, additions, and fixtures now existing or hereafter constructed, erected, or installed in or upon the Premises, and all alterations and additions thereto, shall be deemed a part of the Premises and title thereto shall be deemed vested in and remain in Landlord during the agreement term, and upon expiration or sooner termination of the agreement term shall remain upon and be surrendered with the Premises as part thereof.

7. Construction of Improvements.

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

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

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

8. Taxes and Assessments.

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

(b) Substitute Taxes. If at any time during the agreement, under the laws of the United States of America, the State of California, or any political subdivision thereof in which the Premises are located, a tax on rent or other charge by whatever name called, is levied, assessed, or imposed against Landlord, or against the rent payable hereunder to Landlord, as a substitute in whole or in part for any of the taxes described in Paragraph 8(a), Tenant, to the extent such substitute tax or other charge relieves Tenant from the payment of taxes provided for herein, shall pay such tax or other charge in the manner provided in this Paragraph 8.

9. Insurance.

(a) Casualty Insurance. If indicated in Section 1, Landlord shall, at Tenant's expense, procure and maintain in full force and effect at all times during the term of this agreement, fire, and extended coverage insurance satisfactory to Landlord covering the Premises and all improvements therein in an amount not less than ninety percent (90%) of the actual replacement cost thereof. The insurance provided for in this Paragraph 9(a) shall, in Landlord's sole discretion, provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), including earthquake, and loss of rents covering Fixed Minimum Rent for a period of up to twelve (12) months, and shall contain an inflation endorsement. Insurance proceeds thereunder shall be payable to Landlord. Landlord shall have no obligation to insure against loss by Tenant to Tenant's leasehold improvements, fixtures, furniture, or other personal property in or about the Premises occurring from any cause whatsoever and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Landlord shall be entitled to carry any such insurance in the form of a blanket policy covering property in addition to the Premises. Tenant shall reimburse Landlord upon demand for its share of the cost to Landlord of any insurance policy or policies, which Landlord may carry on the Premises in accordance with this paragraph. Such costs shall include both premiums and deductibles. Tenant's share of the cost of such insurance shall be a prorated share based upon the portion of the building square footage contained within the Premises, or if in Landlord's reasonable judgment the foregoing square footage based apportionment does not fairly apportion the insurance costs related to the building, Landlord may adjust such insurance costs as appropriate to reflect any disparity in risk level or other factors which may affect the relative cost of insurance between and among all tenants of the building; as to any blanket policy of insurance covering properties other than the building, the portion of insurance costs allocable to the building shall be as equitably determined by Landlord. The premiums for such insurance of Landlord shall be prorated as of the expiration of the agreement term so that Tenant pays only for insurance coverage attributable to the agreement term.

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

(c) Workers' Compensation Insurance. Tenant shall procure, at its own expense, and shall keep in force during the agreement term, adequate insurance against liability arising on account of injuries or death to workers or employees on the Premises. Such workers' compensation insurance shall be in amounts at least equal to the maximum liability of Tenant, its agents, and contractors under the Workers' Compensation Insurance and Safety Act of the State of California or other applicable laws.

(d) Other Insurance. Tenant shall procure, at its sole cost and expense, and shall keep in force, such other insurance in amounts from time to time reasonably required by Landlord against other insurable risks if at the time they are commonly insured against for business operations similar to that of Tenant.

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

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

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

(g) Submittal of Policies. Tenant agrees to deposit with Landlord, at or before the times at which the insurance policies necessary to satisfy the insurance provisions of this agreement are required to be in effect, a copy of each such policy or policies required hereunder and to keep such insurance in effect and the policy or policies therefore on deposit with Landlord during the entire term of this agreement.

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

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

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

(i) Landlord's Remedies. In case of failure on the part of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 9, Landlord may at its discretion, and in addition to any other remedies it may have upon failure of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 9, procure or renew such insurance and pay any and all premiums therefore and all monies so paid by Landlord shall be repaid by Tenant to Landlord upon demand.

10. Indemnification.

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

(b) Tenant's Waiver of Claims. Tenant hereby waives all claims against Landlord for damage to any property, goods, wares, or merchandise of Tenant stored in, upon, or about the Premises, and for injury to persons in, upon, or about the Premises from any cause whatsoever arising at any time, except as may be caused by the active negligence or willful misconduct of Landlord. Landlord shall not be liable to Tenant for any damage caused by any act or negligence of any person, other than Landlord's personnel, in, upon, or about the Premises, whether a customer of Tenant or otherwise. Tenant expressly waives any claims against Landlord for damage to Tenant's business on the Premises or loss of goodwill or any other damage to Tenant arising from complete or partial closure of the Santa Cruz Harbor at any time and from time to time, whether such closure shall result from inclement weather, excess deposits of sand in the harbor, or any other reason whatsoever. Landlord shall have no obligation or responsibility to dredge the entrance channel of the Santa Cruz Harbor.

11. Maintenance and Repairs.

(a) Tenant's Obligations. Subject to Paragraph 15 below relating to damage and destruction, and subject to Landlord's maintenance responsibilities set forth in Paragraph 11(c) below, through the term of this agreement Tenant shall, at Tenant's sole cost and expense, maintain the Premises and every part thereof, and all fixtures, machinery and equipment located in or on the Premises and utilized in the conduct of Tenant's business in first class condition, order and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) municipal, county, state, federal, and other governmental agencies and bodies having or claiming jurisdiction of the Premises and all their respective departments, bureaus, and officials; and (2) all insurance companies insuring all or any part of the Premises or improves or both. For purposes of this paragraph, the obligation to repair includes the obligation to replace as and when reasonably necessary. Tenant hereby waives such rights as it may have under California Civil Code Sections 1941 and 1942 and any similar or successor laws that permit a tenant to perform repairs and offset the cost thereof against rent.

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

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

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

13. Assignment and Subletting.

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

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

14. Damage or Destruction.

(a) Partial Damage-Insured. Subject to the provisions of Paragraphs 15(c) and 15(d), if the Premises or any improvements therein are damaged, such damage involves damage to the building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the building), such damage was caused by an act or casualty covered under an insurance policy provided for in Paragraph 9, and the proceeds of such insurance received by Landlord are sufficient to repair the damage, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this agreement shall continue in full force and effect.

(b) Partial Damage-Uninsured. Subject to the provisions of Paragraphs 15(c) and 15(d), if at any time during the term hereof the Premises or any improvements are damaged, such damage involves damage to the Building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the building), and the insurance proceeds received by Landlord are not sufficient to repair such damage, or such damage was caused by an act or casualty not covered under an insurance policy, Landlord may at Landlord's option either (a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this continue in full



force and effect, or (b) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this agreement as of the date of the occurrence of such damage.

(c) Total Destruction. If at any time during the term hereof either the Premises or the improvements contained therein are damaged from any cause, whether or not covered by the insurance provided for in Paragraph 9, and such damage involves damage to the Building to the extent of eighty percent (80%) or more of the replacement value thereof (excluding excavations and foundations of the Building), including any total destruction required by any authorized public authority, this Lease shall at the option of Landlord terminate as of the date of such total destruction. Landlord shall exercise its right to terminate this agreement by delivery of notice to Tenant within thirty (30) days after the date that Tenant notifies Landlord of the occurrence of such damage. In the event Landlord does not elect to terminate this agreement, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect.

(d) Damage Near End of Term. If the Premises or the improvements therein are destroyed or damaged in whole or part during the last six (6) months of the term of this agreement, Landlord may at Landlord's option cancel and terminate this agreement as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

(e) Abatement of Rent. Notwithstanding anything to the contrary contained elsewhere in this Lease, if the Premises are partially damaged and Landlord repairs or restores them pursuant to the provisions of this agreement Paragraph 14, the Fixed Minimum Rent payable hereunder for the period commencing on the occurrence of such damage and ending upon completion of such repair or restoration shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired during the period of repair; provided that, nothing herein shall be construed to preclude Landlord from being entitled to collect the full amount of any rental loss insurance proceeds if such rental loss insurance is then carried with respect to the Premises. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair, or restoration.

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

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

(h) Notice of Damage. Tenant shall notify Landlord within five (5) days after the occurrence thereof of any damage to all or any portion of the Premises. In no event shall Landlord have any obligation to repair or restore the Premises pursuant to this Paragraph 14 until a reasonable period of time after Landlord's receipt of notice from Tenant of the nature and scope of any damage to the Premises, and a reasonable period of time to collect insurance proceeds arising from such damage (unless such damage is clearly not covered by insurance then in effect covering the Premises).

(i) Replacement Cost. The determination in good faith by Landlord of the estimated cost of repair of any damage, or of the replacement cost, shall be conclusive for purposes of this Paragraph 14.

15. Eminent Domain.

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

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

(c) Partial Taking with Business Continued. If only part of the Premises is condemned and this agreement terminated as set forth above, then this Lease shall, as to the condemned portion of the Premises, terminate as of the date possession of such portion is taken. The Fixed Minimum Rent shall thereupon be reduced in the same proportion that the area of the Premises taken bears to the initial total area of the Premises. Fixed Minimum Rent, as so reduced, shall continue to be subject to adjustment in accordance with Paragraph 4 hereof.

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

(e) Compensation. All compensation awarded or paid upon the total or partial taking of the fee title to the Premises or part of the Premises, or for the taking of all or any portion of the Premises, shall belong to Landlord. The Building and other improvements made by Landlord on the Premises at Landlord's expense shall belong to Landlord. Landlord shall not be entitled to any compensation paid to Tenant for costs incurred by Tenant in removing its furniture, equipment, and trade fixtures from the condemned Premises.

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

(a) Tenant Default

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

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

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

(4) Tenant vacates, abandons, or surrenders the Premises during the agreement term. In the event of a default by Tenant under this agreement, Landlord may pursue such remedies as it may have for such default under law or in equity, including but not limited to the remedies set forth below.

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

(1) the worth at the time of award of the unpaid rent, which had been earned at the time of termination including interest at ten percent (10%) per annum;

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

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

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

(c) No repossession. If Landlord does not repossess the Premises, then this agreement shall continue in effect for so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies under this agreement, including the right to recover the rent and other sums due from Tenant hereunder. For the purposes of this Paragraph 16, the following do not constitute a termination of Tenant's right to possession:

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

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

17. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants, agreements, or conditions of this agreement or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as a part of the

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

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

19. Subordination.

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

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

20. Landlord's Right to Reenter.

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

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

21. Notices. All notices, statements, demands, requests, approvals or consents given hereunder by either party to the other party shall be in writing and shall be sufficiently given and served upon the other party if served personally or if sent by first class mail of the United States Postal Service, certified, return receipt requested, postage prepaid, and addressed to the parties as indicated in Section 1, or to such other address as any party may have furnished to the others as a place for the service of notice. Notices sent by mail shall be deemed served on the date actually received, as indicated on the return receipt.

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

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

25. Holding Over. Any holding over after the expiration of the term with the consent of Landlord shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable.

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

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

28. Entry by Landlord. Landlord and its agents shall be entitled to enter into and upon the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, in which event no notice shall be required), for purposes of inspecting or making repairs, alterations or additions to all or any portion thereof, or any other part of the Building, including the erection and

maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, and during the one hundred eighty (180) day period prior to the expiration of this agreement to place upon the Premises any usual or ordinary "for rent" signs and exhibit the Premises to prospective tenants at reasonable hours, all without any abatement of rent and without liability to Tenant for any injury or inconvenience to or interference with Tenant's business, quiet enjoyment of the Premises, or any other loss occasioned thereby.

29. General.

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

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

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

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

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

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

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

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

(i) Partial Invalidity. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

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

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

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


"LANDLORD"

SANTA CRUZ PORT DISTRICT COMMISSION,  
a political subdivision

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

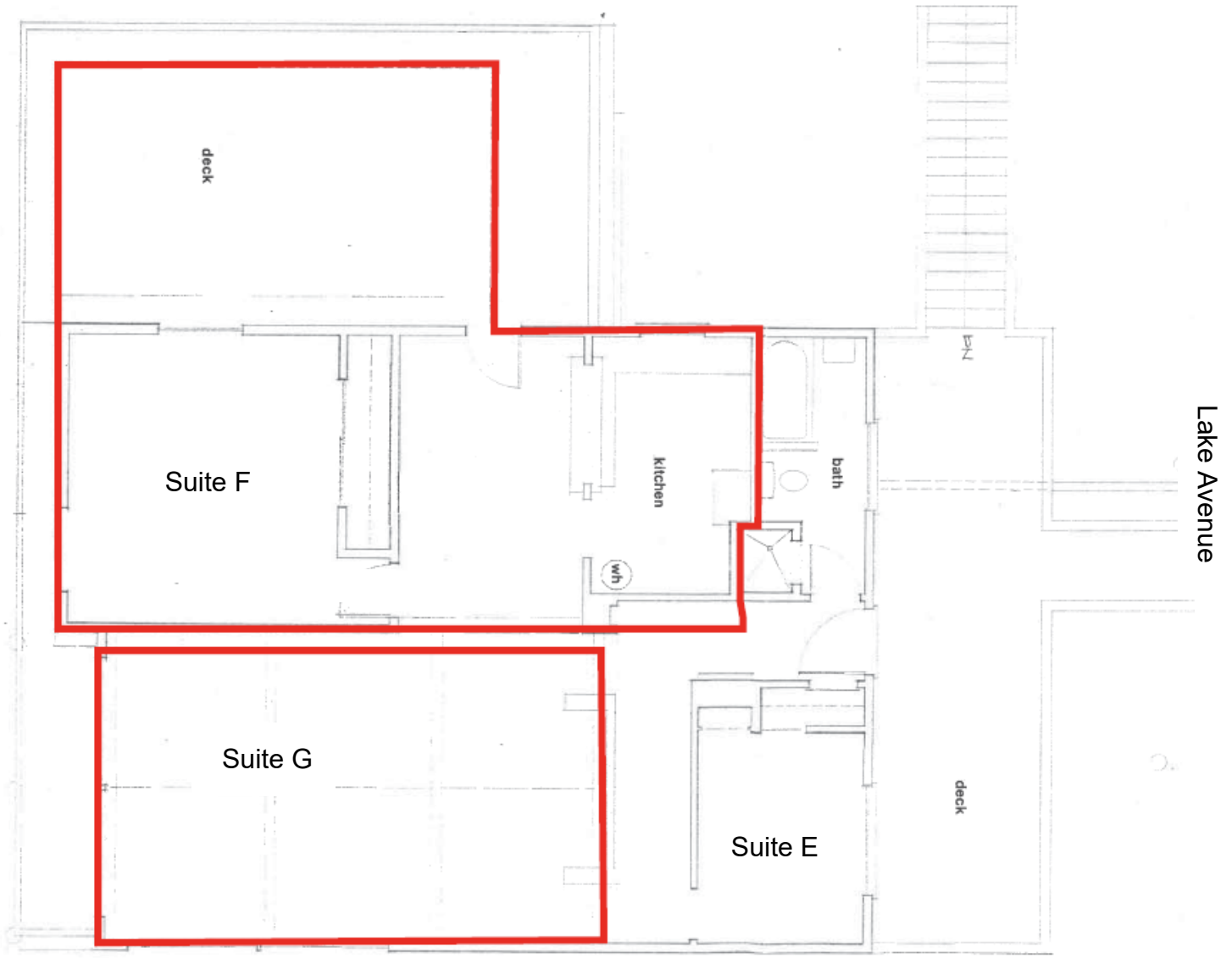
"TENANT"

CLEAN OCEANS INTERNATIONAL,  
a California based 501c3 non-profit

By  \_\_\_\_\_  
Amelia Labbe  
Executive Director

**EXHIBIT A  
PREMISE MAP**

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



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**EXHIBIT B**  
**GUARANTY OF LEASE**

1. In consideration of the execution of the attached Rental Agreement effective May 1, 2025, by and between Santa Cruz Port District, a California Special District ("Landlord") and Clean Oceans International, a California based 501c3 non-profit, ("Tenant") for the premises known as 345 Lake Avenue, Suites F & G in Santa Cruz, California, the undersigned Guarantor(s) hereby unconditionally and irrevocably guarantee(s) to Landlord, its successors and assigns, the prompt payment by Tenant of the rent and all other sums required under the Lease, and the faithful performance by Tenant of all the terms, covenants, and conditions contained in the Lease. The lease is incorporated herein by reference.

2. This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease or by any permitted assignment or subletting of all or any part of the interest of Tenant in the Lease. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of Landlord to enforce any or all of its rights or remedies whether pursuant to the terms of the Lease or at law or in equity.

3. This Guaranty is a continuing one and shall terminate only on payment by Tenant of all the rent and other sums required under the Lease and on performance by Tenant of all duties and obligations contained in the Lease.

4. The undersigned waives notice: (a) of any default by Tenant (i) in payment by Tenant of any of the rent or other sums hereby guaranteed and (ii) in performance by Tenant of the terms, covenants, and conditions of the Lease, and (b) of acceptance by Landlord of this Guaranty. Landlord agrees to give written notice to the undersigned prior to commencing legal action against the Tenant or against the undersigned.

5. The undersigned consents that Landlord may from time to time extend the time for performance or otherwise modify, alter, or change the Lease and any or all of its provisions and may extend the time for payment of the rent and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging the undersigned from its obligations under this Guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is expressly waived.

6. The undersigned further consents and agrees that Landlord shall not be required, in order to enforce this Guaranty, to first institute suit or exhaust its legal remedies against Tenant. This Guaranty of Lease shall not be extinguished as a result of any bankruptcy proceeding.

7. This Guaranty may be immediately enforced against the undersigned (jointly and/or severally if more than one guarantor) on any default by Tenant, and the insolvency of

Tenant shall be deemed a default.

8. In the event any action should be commenced by Landlord against the undersigned to enforce any of the terms or conditions of this Guaranty, Landlord shall be entitled to recover from the undersigned hereunder in any action in which it shall prevail, reasonable attorneys' fees and expenses.

9. If there is more than one Guarantor, the obligations and liabilities imposed on each individual that serves as a Guarantor under this Guaranty will be joint and several.

10. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind the successors and assigns of the undersigned.

11. The unenforceability, invalidity, or illegality of any provision(s) of this Guaranty shall not render the other provisions unenforceable, invalid, or illegal.

12. The undersigned Guarantor(s) acknowledge(s) that he/she has/have reviewed this Guaranty and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Guaranty.

13. The undersigned Guarantor(s) acknowledge(s) giving mature and careful thought to this Guaranty and has the legal capacity and standing to enter into this Guaranty. The undersigned Guarantor(s) acknowledges understanding the meaning and legal consequences of this Guaranty.

14. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first written above.

Guarantor:



\_\_\_\_\_  
Amelia Labbe, individually and  
as Executive Director of Clean Oceans International

04/16/25

\_\_\_\_\_  
Date



TO: Port Commission  
 FROM: Holland MacLaurie, Port Director  
 DATE: April 7, 2025  
 SUBJECT: Approval of Resolution 25-07 – Increased Bail Amounts for Citations

**Recommendation: Approve Resolution 25-07, increasing bail amounts by \$5.00**

**BACKGROUND**

In accordance with California State Vehicle Code Section 40203.5, the Port District is responsible for establishing parking penalties for parking violations occurring within its jurisdiction. The Port District last adjusted citation bail amounts in December 2010.

**ANALYSIS**

The proposed increase to citation bail amounts will help offset rising costs associated with the enforcement, administration, and adjudication of parking violations. The proposed bail amounts are in line with those charged by other agencies (City of Capitola, City of Santa Cruz, UCSC, etc.).

<b>Code</b>	<b>Description</b>	<b>Current Bail</b>	<b>Proposed Bail</b>
300	Berthing Permit Required	\$93	\$98
313	No current boat registration	\$93	\$98
4000(A)	Expired vehicle or trailer registration	\$93	\$98
401	Illegal parking – permit required	\$49	\$54
402	Sticker not affixed	\$49	\$54
402	Illegal permit display	\$49	\$54
405	Illegal launch ramp parking	\$49	\$54
406	Illegal launch ramp use	\$57	\$62
407	Vehicle as place of abode	\$93	\$98
408	Obedience to signs – parking	\$93	\$98
409	Obstructing traffic	\$80	\$85
410	Red zone	\$80	\$85
411	Motorcycles on piers or floats	\$49	\$54
412(A)	Meter time expired	\$40	\$45
412(C)	Parked after meter citation	\$40	\$45
412(G)	Parked over line – meter	\$40	\$45
413	Parked over line – permit	\$49	\$54
413	Parked over line – permit area	\$49	\$54
414	Parked in space for handicapped	\$350	\$355
5204(A)	Missing / expired tags	\$93	\$98

## **IMPACT ON PORT DISTRICT RESOURCES**

The proposed increase to citation bail amounts will generate additional revenue in the range of \$12,000 - \$15,000 / year.

ATTACHMENT:      A. Resolution 25-07

Santa Cruz Port District  
**Resolution 25-07**  
April 22, 2025

A resolution authorizing an increase to citation bail amounts.

WHEREAS, in accordance with California State Vehicle Code Section 40203.5, the schedule of parking penalties (citation bail amounts) for parking violations shall be established by the governing body of the jurisdiction where the Notice of Violation is issued; and,

WHEREAS, the Port District is responsible for establishing and adjusting citation bail amounts for parking violations occurring with its jurisdiction; and,

WHEREAS, the Port District last adjusted citation bail amounts in December 2010; and,

WHEREAS, over the past decade, the costs associated with enforcement, administration, and adjudication of parking violations have increased; and,

WHEREAS, the proposed schedule of revised citation bail amounts has been reviewed and is consistent with applicable laws and guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz Port District Commission hereby authorizes the increase to citation bail amounts as shown on the Citation Bail Schedule, attached hereto as Exhibit A.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 22<sup>nd</sup> day of April 2025, by the following vote:

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

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

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

Approved by:

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

**Resolution 25-07**  
**EXHIBIT A**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Current Bail</u></b>	<b><u>Proposed Bail</u></b>
300	Berthing Permit Required	\$93	\$98
313	No current boat registration	\$93	\$98
4000(A)	Expired vehicle or trailer registration	\$93	\$98
401	Illegal parking – permit required	\$49	\$54
402	Sticker not affixed	\$49	\$54
402	Illegal permit display	\$49	\$54
405	Illegal launch ramp parking	\$49	\$54
406	Illegal launch ramp use	\$57	\$62
407	Vehicle as place of abode	\$93	\$98
408	Obedience to signs – parking	\$93	\$98
409	Obstructing traffic	\$80	\$85
410	Red zone	\$80	\$85
411	Motorcycles on piers or floats	\$49	\$54
412(A)	Meter time expired	\$40	\$45
412(C)	Parked after meter citation	\$40	\$45
412(G)	Parked over line – meter	\$40	\$45
413	Parked over line – permit	\$49	\$54
413	Parked over line – permit area	\$49	\$54
414	Parked in space for handicapped	\$350	\$355
5204(A)	Missing / expired tags	\$93	\$98

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 March 2025

Date	No.	Vendor	Description	Amount
3/4/2025	61341	Pacific Appraisers	Appraisal Services	\$ 3,300.00
3/14/2025	61342	Ace Portable Services	Portable Toilet Service	\$ 214.76
3/14/2025	61343	Phil Allegri Electric, Inc.	Launch Ramp Parking Lot Light Repair	\$ 364.61
3/14/2025	61344	Allied Administrators for Delta Dental	Dental Insurance	\$ 3,216.17
3/14/2025	61345	Allied Universal	Security Patrol (January)	\$ 6,751.08
3/14/2025	61346	Amazon Capital Services	<i>Dauntless</i> Steering Controls, Water Transfer Pump, Windshield Wiper Switch, Hand Railing Hardware, <i>Dauntless</i> Control Socket, Batteries, Barricade Lights, Equipment Sealant, Vehicle Handrails, <i>Twin Lakes</i> Navigation Lights	\$ 3,326.58
3/14/2025	61347	Amerigas	Ancillary Equipment Fuel	\$ 223.79
3/14/2025	61348	AT&T	Telephone	\$ 802.35
3/14/2025	61349	Batteries + Bulbs	Parking Meter Batteries	\$ 46.36
3/14/2025	61350	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection (February)	\$ 12,918.66
3/14/2025	61351	Bay Plumbing Supply, Inc.	Pipe Insulation, PVC Cement, D-Dock Restroom Shower Head Replacement	\$ 190.19
3/14/2025	61352	Bayside Oil II, Inc.	Waste Oil, Oil Filter, Hazardous Waste Disposal	\$ 528.75
3/14/2025	61353	Bellingham Marine Industries, Inc.	Dock Fendering	\$ 1,717.00
3/14/2025	61354	Big Creek	Concession Lot Parking Signage, Wedge Anchors, Rowing Rack Lumber & Hardware, Adhesive, Saw Blades, Painter's Tape & Brushes, G-Dock Cleat Blocks	\$ 346.10
3/14/2025	61355	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 210.88
3/14/2025	61356	Brink's Incorporated	Deposit Courier Service	\$ 387.24
3/14/2025	61357	Burbank, Thomas	Security Deposit Refund	\$ 261.60
3/14/2025	61358	Department of Parks and Recreation	2024 Lifeguard Services	\$ 17,769.14
3/14/2025	61359	Cale America, Inc.	Monthly Service (January & February)	\$ 2,717.04
3/14/2025	61360	California Fire Protection, Inc.	2222 East Cliff Drive 5-Year Sprinkler Inspection	\$ 925.00
3/14/2025	61361	Stephen Carmichael	Security Deposit Refund	\$ 446.60
3/14/2025	61362	Carpi & Clay	Washington Representation	\$ 800.00
3/14/2025	61363	Citi Cards	Drinking Water, Breakroom Supplies	\$ 908.52
3/14/2025	61364	City of Santa Cruz Landfill	Refuse Disposal	\$ 929.39
3/14/2025	61365	Comcast	Business Internet	\$ 460.63
3/14/2025	61366	Complete Mailing Service	Statement Mailing & Postage, Rate Increase Letter Mailing & Postage	\$ 1,921.77
3/14/2025	61367	County of Santa Cruz Auditor	Citation Tax (January)	\$ 1,856.50
3/14/2025	61368	County of Santa Cruz DPW	Hazmat Disposal	\$ 88.50
3/14/2025	61369	County of Santa Cruz DPW	Annual Sanitation Charges (\$78,994.44 Tenant Reimbursable)	\$ 98,605.08
3/14/2025	61370	County of Santa Cruz DPW	Annual Sanitation Charges	\$ 566.76
3/14/2025	61371	County of Santa Cruz DPW	Annual Sanitation Charges (\$12,602.60 Tenant Reimbursable)	\$ 15,858.21

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 March 2025

3/14/2025	61372	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,944.12
3/14/2025	61373	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 70.00
3/14/2025	61374	Cushman Contracting Corporation	Storm Surge Repairs - G & X Docks	\$ 184,032.37
3/14/2025	61375	Data Ticket, Inc.	Citation Processing (January)	\$ 316.74
3/14/2025	61376	Dredging Supply Company, Inc.	<i>Twin lakes</i> Variable Frequency Drive, Dredge Rx Subscription Renewal	\$ 22,314.10
3/14/2025	61377	Michael Dudley	Security Deposit Refund	\$ 274.68
3/14/2025	61378	Dunn-Edwards Corporation	Dredge Paint	\$ 137.19
3/14/2025	61379	Ewing Irrigation Products, Inc.	PVC Pipe, Pipe Glue, Ball Valve	\$ 431.75
3/14/2025	61380	Russell Filice	Credit Balance Refund	\$ 38.00
3/14/2025	61381	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 1,198.83
3/14/2025	61382	Franchise Tax Board	Wage Garnishment	\$ 1,280.36
3/14/2025	61383	GP Crane & Hoist	Hoist Repair (Tenant Reimbursable)	\$ 1,009.19
3/14/2025	61384	Grainger	Thread Sealant Tape, Ball Valves, Respirator Kits, Dock Nails, Disposable Gloves, Electrical Tape, Safety Glasses, Impact Bits, Breaker Bar	\$ 1,046.53
3/14/2025	61385	Patrick Hayes	Security Deposit Refund	\$ 381.30
3/14/2025	61386	HD Supply Facilities Maintenance, Ltd.	Janitorial Supplies	\$ 1,451.08
3/14/2025	61387	Henderson Marine Supply, Inc.	Dock Bumper, Dock Floats	\$ 10,932.76
3/14/2025	61388	Home Depot Credit Services	Light Bulbs, Epoxy, Batteries, Drill Bits, Butane Gas, 2222 East Cliff Drive Restroom Door Latch, Spray Paint, Gloves, Totes	\$ 1,053.20
3/14/2025	61389	Lawson	Hose Adapter	\$ 76.08
3/14/2025	61390	Linde Gas & Equipment, Inc.	Welding Gas	\$ 394.07
3/14/2025	61391	West Series of Lockton Companies, LLC	FY26 Cyber Insurance Premium	\$ 3,789.80
3/14/2025	61392	McMaster-Carr Supply Company	<i>Squirt</i> Hardware, <i>Twin Lakes</i> Variable Frequency Drive Rubber Trim, Hose Fittings	\$ 136.59
3/14/2025	61393	Mettet, Harold	Security Deposit Refund	\$ 289.50
3/14/2025	61394	Mid County Auto Supply	Maintenance Vehicle Starter Replacement	\$ 158.79
3/14/2025	61395	Mission Uniform Service	First Aid Supply, Linens, Uniform Service, Uniform Shirt Replacement	\$ 805.83
3/14/2025	61396	Moffat & Nichol	Engineering Services: Underwater Pile Inspection	\$ 3,338.00
3/14/2025	61397	Monterey Bay Analytical Services	Stormwater Testing	\$ 444.00
3/14/2025	61398	Ed Moravick	Security Deposit Refund	\$ 265.90
3/14/2025	61399	MPress Digital Inc.	Business Cards	\$ 98.61
3/14/2025	61400	Mutual of Omaha	Life/LTD/D&D Insurance	\$ 952.29
3/14/2025	61401	Niki Rothwell	Quarterly Uniform Allowance (Prorated)	\$ 30.00
3/14/2025	61402	Gerald P. O'Grady	Security Deposit Refund	\$ 82.20
3/14/2025	61403	Operating Engineers	Union Dues (Payroll Deduction)	\$ 420.00
3/14/2025	61404	Outdoor Supply Hardware	Wood Glue, Drill Bits	\$ 44.32



Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 March 2025

3/14/2025	61405	Pacific Gas & Electric Company	Utilities	\$ 677.24
3/14/2025	61406	Pagoda Technologies Inc	Annual Sonicwall Network Security Support Renewal, Monthly IT & Cyber Security Services, Annual Microsoft Office Subscription Renewal	\$ 9,077.12
3/14/2025	61407	Palace Business Solutions	Office Supplies	\$ 158.01
3/14/2025	61408	Peace Officers Research Association of California	Association Dues (Payroll Deduction)	\$ 165.00
3/14/2025	61409	Peace Officers Research Association of California Legal Defense Fund	Association Dues (Payroll Deduction)	\$ 364.00
3/14/2025	61410	Priors Tires	Dredge Vehicle Tire Replacement	\$ 1,502.90
3/14/2025	61411	Riverside Lighting & Electric	Electrical Fish Tape	\$ 126.39
3/14/2025	61412	SC Fuels	Fuel Dock Gas & Diesel	\$ 30,405.88
3/14/2025	61413	Scheidt & Bachmann	Monthly Service (January 2024 & January 2025)	\$ 5,450.75
3/14/2025	61414	Santa Cruz Municipal Utilities	Utilities	\$ 5,248.29
3/14/2025	61415	Staples Business Advantage	Office Supplies	\$ 86.09
3/14/2025	61416	TranSystems Corporation	Engineering Services: North Harbor Transformer Replacement Project, Design Services: Removal and Replacement of FF, Rowing, and Boatyard Docks Project	\$ 10,414.60
3/14/2025	61417	U.S. Bank Equipment Finance	Copier Leases	\$ 305.55
3/14/2025	61418	US Relay	Webcam Service	\$ 484.00
3/14/2025	61419	Verizon Wireless	Cell Phone & Tablet Service	\$ 277.36
3/14/2025	61420	West Marine Pro	Exhaust Hose, <i>Squirt</i> Bushings	\$ 864.92
3/14/2025	61421	West Marine Pro	Boatyard Retail Items	\$ 1,491.98
3/28/2025	61422	Allied Universal	Security Patrol (February)	\$ 4,877.65
3/28/2025	61423	Jeff Allred	Security Deposit Refund	\$ 328.90
3/28/2025	61424	Amazon Capital Services	<i>Twin Lakes</i> Window Shade, Shop Lights, Pressure Washer Gasket, Breakroom Supplies, Anti-Corrosion Tape, Equipment Lens Cover, Skid Steer Lense Cover, Magnets	\$ 308.90
3/28/2025	61425	Anderson Pacific	Storm Surge Repairs - F-Dock Transformer & Inspections	\$ 31,258.00
3/28/2025	61426	Atchison Barisone Condotti & Kovacevich	Legal Consultation	\$ 2,096.10
3/28/2025	61427	Daniel P. Ayres	Parking Overpayment Refund	\$ 8.00
3/28/2025	61428	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection (March)	\$ 12,918.66
3/28/2025	61429	Bay Plumbing Supply, Inc.	J-Dock Restroom Faucet & Fittings, Water Line Pipe, Shower Lever, Valve, Pipe Fittings, 2222 East Cliff Drive Water Heater Fittings (\$40.84 Tenant Reimbursable)	\$ 692.33
3/28/2025	61430	Bayside Oil II, Inc.	Oily Water & Waste Oil Disposal	\$ 575.00
3/28/2025	61431	Michelle Becker	Security Deposit Refund	\$ 126.28
3/28/2025	61432	Big Creek	493 Lake Avenue Elevator Drywall Supplies, Fasteners, Saw Blades, Jet Float Fasteners, Row Rack Lumber	\$ 364.34
3/28/2025	61433	Blueprint Express of Santa Cruz	Murray Street Bridge Community Stakeholder Meeting Visual Aids	\$ 206.97
3/28/2025	61434	Brass Key Locksmith, Inc.	Key Blanks	\$ 39.38
3/28/2025	61435	Cale America, Inc.	Receipt Paper	\$ 161.38

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 March 2025

3/28/2025	61436	Citi Cards	Breakroom Supplies	\$ 200.22
3/28/2025	61437	Comcast	Business Internet	\$ 188.08
3/28/2025	61438	County of Santa Cruz DPW	Hazmat Disposal	\$ 110.50
3/28/2025	61439	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
3/28/2025	61440	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 99.25
3/28/2025	61441	Cushman Contracting Corporation	FF-Dock Rowing Rack Relocation, Storm Surge Repairs - G & X Docks	\$ 199,217.73
3/28/2025	61442	Downey Brand	Legal Consultation	\$ 116.00
3/28/2025	61443	Ewing Irrigation Products, Inc.	Hose Bibs	\$ 198.81
3/28/2025	61444	Ferguson Enterprises, Inc.	2222 East Cliff Drive Water Heater (Tenant Reimbursable)	\$ 3,592.14
3/28/2025	61445	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 1,430.61
3/28/2025	61446	Franchise Tax Board	Wage Garnishment	\$ 640.18
3/28/2025	61447	Grainger	Winch Cover, Office Supplies, Disposable Gloves, Grease Gun, Tarp	\$ 379.78
3/28/2025	61448	HD Supply Facilities Maintenance, Ltd.	Janitorial Supplies	\$ 1,936.27
3/28/2025	61449	Hose Shop	<i>Squirt</i> Hydraulic Hose, Dozer Hydraulic Valves, Hose Clamp	\$ 441.71
3/28/2025	61450	Jenny Hubbard	Security Deposit Refund	\$ 231.18
3/28/2025	61451	Andrea Kenney	Security Deposit Refund	\$ 110.92
3/28/2025	61452	Lawson	<i>Twin Lakes</i> Hydraulic Hose, Fittings, Cable Ties	\$ 1,531.69
3/28/2025	61453	Julie LeDuc	Security Deposit Refund	\$ 126.28
3/28/2025	61454	West Series of Lockton Companies, LLC	POL/EPL Insurance Premium, Auto Policy Extension (5/17/25)	\$ 25,374.00
3/28/2025	61455	Lord & Sons, Inc.	Dock Hardware	\$ 1,235.13
3/28/2025	61456	Tony Martin	Launch Permit Overpayment Refund	\$ 120.00
3/28/2025	61457	McMaster-Carr Supply Company	Padlocks	\$ 240.75
3/28/2025	61458	Mid County Auto Supply	Disposable Gloves, <i>Squirt</i> Hydraulic Oil, Motor Oil, Fuel, Hydraulic Filters, Dredge Monitor Equipment, Diesel Exhaust Fluid, Adhesive	\$ 902.15
3/28/2025	61459	Mission Uniform Service	First Aid Supply, Linens, Uniform Service	\$ 513.05
3/28/2025	61460	Monterey Bay Analytical Services	Stormwater Testing	\$ 799.00
3/28/2025	61461	Nixon-Egli Equipment Co	Linkbelt Crane Annual Certification	\$ 3,466.35
3/28/2025	61462	Outdoor Supply Hardware	Utility Hose	\$ 91.23
3/28/2025	61463	Pacific Gas & Electric Company	Utilities	\$ 52,675.28
3/28/2025	61464	Bob Phillips	Security Deposit Refund	\$ 122.77
3/28/2025	61465	Tom Pinnella	Credit Balance Refund	\$ 1,147.64
3/28/2025	61466	Kevin Pugh	Security Deposit Refund	\$ 407.68
3/28/2025	61467	Quadient, Inc.	Postage	\$ 500.00
3/28/2025	61468	Patrick Quinlan	Security Deposit Refund	\$ 343.30
3/28/2025	61469	Ramos Oil Inc.	<i>Twin Lakes</i> Fuel	\$ 32,822.04
3/28/2025	61470	Red Wing Shoe Store	Dredge Staff Work Boots	\$ 305.31

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 March 2025

3/28/2025	61471	Riverside Lighting & Electric	Electrical Wire, Conduit, Fittings	\$ 2,714.59
3/28/2025	61472	Emmanuel Sanchez	Security Deposit Refund	\$ 238.11
3/28/2025	61473	San Lorenzo	Dock Repair Lumber	\$ 189.51
3/28/2025	61474	Santa Cruz Fire Equipment Company	Hazmat Fire System Service	\$ 253.11
3/28/2025	61475	Santa Cruz Tire & Auto Care	Parking Vehicle Maintenance	\$ 142.81
3/28/2025	61476	Scheidt & Bachmann	Monthly Service (February)	\$ 2,765.66
3/28/2025	61477	Santa Cruz Municipal Utilities	Utilities	\$ 23,742.08
3/28/2025	61478	Josie Smith	Security Deposit Refund	\$ 405.00
3/28/2025	61479	Superior Alarm Company	493 Lake Alarm Monitoring, Fire Panel Service Call	\$ 2,002.00
3/28/2025	61480	Taymor, Steve	Credit Balance Refund	\$ 51.00
3/28/2025	61481	Testa, Peter	Security Deposit Refund	\$ 605.44
3/28/2025	61482	Kira Ticus	Security Deposit Refund	\$ 113.70
3/28/2025	61483	Jeltje Van Baren	Security Deposit Refund	\$ 101.16
3/28/2025	61484	West Marine Pro	<i>Squirt</i> Bilge Pump, Personal Flotation Device, Foul Weather Gear	\$ 961.32
3/28/2025	61485	West Marine Pro	Boatyard Retail Items	\$ 304.20
3/28/2025	61486	Wex Bank	Fleet Fuel	\$ 2,594.23
3/28/2025	61487	York Gallery	Framed Commissioner Portraits	\$ 262.85
3/28/2025	61488	David Zanville	Parking Overpayment Refund	\$ 14.57
3/5/2025	Various	Various Employees	2/16/25-2/28/25 Payroll	\$ 8,056.56
3/20/2025	Various	Various Employees	3/1/25-3/15/25 Payroll	\$ 8,435.45
3/1/2025	EFT	American Express	Fuel Dock Credit Card Fees	\$ 16.42
3/1/2025	EFT	Cardconnect	RV Park Credit Card Fees	\$ 1,218.66
3/1/2025	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 17.50
3/1/2025	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,021.53
3/1/2025	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 565.74
3/1/2025	EFT	Merchant Services	CALE Credit Card Fees	\$ 486.95
3/1/2025	EFT	Merchant Services	Fuel Dock Credit Card Fees	\$ 94.68
3/1/2025	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 230.08
3/1/2025	EFT	Transaction Express	Online Billpay ACH Fees	\$ 732.83
3/1/2025	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 1,387.01
3/2/2025	EFT	Windcave, Inc.	Concession Lot Credit Card Gateway Fee (February)	\$ 552.06
3/5/2025	EFT	PAYCHEX	2/16/25-2/28/25 Payroll Direct Deposit	\$ 72,873.67
3/5/2025	EFT	PAYCHEX	2/16/25-2/28/25 Payroll Taxes	\$ 35,944.89
3/5/2025	EFT	PAYCHEX	2/16/25-2/28/25 Payroll Flex Perks	\$ 4.23
3/5/2025	EFT	PAYCHEX	Payroll Service Fees	\$ 760.63
3/5/2025	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
 March 2025

3/5/2025	EFT	California State Disbursement Unit	Wage Garnishment	\$ 244.38
3/5/2025	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 10,087.99
3/5/2025	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,857.02
3/5/2025	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,016.57
3/5/2025	EFT	CalPERS	457 Contributions (Employee & Employer)	\$ 5,178.54
3/5/2025	EFT	CalPERS	Health Insurance	\$ 56,927.11
3/5/2025	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 346.19
3/7/2025	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00
3/7/2025	EFT	California State Disbursement Unit	Wage Garnishment	\$ 201.88
3/7/2025	EFT	Comerica Commercial Card Services	Caution Tape, Zip Ties, Snips, WhenIWork Subscription, Business Internet, Constant Contact Subscription, Dredge Monitor Supplies, Zoom Subscription, Office Supplies, Recruitment Advertising, Harbor Patrol Uniforms, Dock Repair Coating, Nails, Utility Knife, Fasteners, Travelift Hydraulic Indicator Assembly, Inline Filter, Row Rack Steel Rod, <i>Twin Lakes</i> Density Meter Leak Test, Murray Street Bridge Community Stakeholder Meeting Room Rental	\$ 3,575.00
3/10/2025	EFT	Campspot	Monthly RV Park Reservation System Fees	\$ 1,032.90
3/10/2025	EFT	Fiserv	RV Park ACH Fees	\$ 10.00
3/10/2025	EFT	Gravity Payments	Front Desk Credit Card Gateway Fees	\$ 24.32
3/11/2025	EFT	Comerica Bank	Service Charges	\$ 701.31
3/16/2025	EFT	GoTo Communications, Inc.	IP Telephone Monthly Service	\$ 506.41
3/20/2025	EFT	PAYCHEX	3/1/25-3/15/25 Payroll Direct Deposit	\$ 73,538.87
3/20/2025	EFT	PAYCHEX	3/1/25-3/15/25 Payroll Taxes	\$ 36,854.98
3/20/2025	EFT	PAYCHEX	3/1/25-3/15/25 Payroll Flex Perks	\$ 4.22
3/20/2025	EFT	PAYCHEX	Payroll Service Fees	\$ 751.88
3/20/2025	EFT	PAYCHEX	Time & Attendance Fees	\$ 120.45
3/20/2025	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00
3/20/2025	EFT	California State Disbursement Unit	Wage Garnishment	\$ 210.38
3/21/2025	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 10,074.58
3/21/2025	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,180.60
3/21/2025	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,063.08
3/21/2025	EFT	CalPERS	457 Contributions (Employee & Employer)	\$ 5,116.16
3/20/2025	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 345.31
3/30/2025	EFT	Windcave, Inc.	Concession Lot Credit Card Gateway Fee (March)	\$ 423.86
<b>Total March 2025 Disbursements</b>				<b>\$ 1,271,662.84</b>



TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: April 15, 2025  
SUBJECT: Port Director's Report – April 22, 2025

#### CalOES – CDAA Funding Update

Staff continues to work with CalOES representatives to secure reimbursement for numerous 2024 storm surge related projects. To date, Finance Officer Eldridge has submitted \$328,683.92 in eligible expenditures for reimbursement (75% reimbursement rate by CalOES for eligible debris removal and reconstruction costs).

#### Storm Surge Recovery Efforts - \$2 Million Line of Credit Update

At its regular public session on January 28, 2025, the Port Commission authorized staff to pursue a \$2 million line of credit with PNC Bank, contingent upon issuance costs not exceeding \$7,500. Subsequent to that meeting, staff determined that total issuance costs associated with the proposed line of credit exceeded \$7,500, and as a result, the line of credit was not executed. Staff is currently evaluating alternative financing options (including a \$5 Million Line of Credit with PNC) to support ongoing storm surge recovery efforts and will return to the Commission with additional recommendations, if needed.

#### Site Visit – U.S. Army Corps of Engineers (USACE)

On Tuesday, April 8, 2025, Deputy District Engineer of Programs, Planning & Project Management Tommy Williams and Project Manager Courtney Anderson of the US Army Corps of Engineers were onsite to assess the west jetty in preparation for the Corps' upcoming armoring project which is anticipated to commence later this year.

#### Insurance Renewal Update

With the exception of Marine General Liability (MGL), Excess Liability, and Auto coverage, all insurance policies have been bound for the term April 1, 2025, to March 31, 2026. The current policies for MGL, Excess Liability, and Auto have terms expiring May 17, 2025, so renewal costs will be provided soon. As part of the renewal process, staff has explored pooled liability coverage through the District's current Workers' Compensation provider, Special District Risk Management Authority (SDRMA), but was deemed ineligible for the program because of adverse claims history.

#### Local Hazard Mitigation Plan

On April 9, 2025, staff participated in a breakout session for the County of Santa Cruz's Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) initiative. This session was focused on identifying specific risks and mitigation strategies for the Port District, which will be incorporated into a separate section of the County's main plan.

#### Economic Impact Assessment – Draft Report

In August 2024, the Port Commission awarded a contract to Martin Associates for the purposes of conducting an Economic Impact Assessment and development of an informational report to assess and summarize the Port District's economic benefit to the community. A draft report has been completed and will be presented to the Commission as part of the regular public session on May 27, 2025. The consultant will provide a brief presentation and be available for questions as part of the meeting.

#### California Marine Affairs and Navigation Conference (CMANC) Spring Meeting

The CMANC Spring meeting will be held in Ventura on May 14 – 16, 2025.



TO: Port Commission

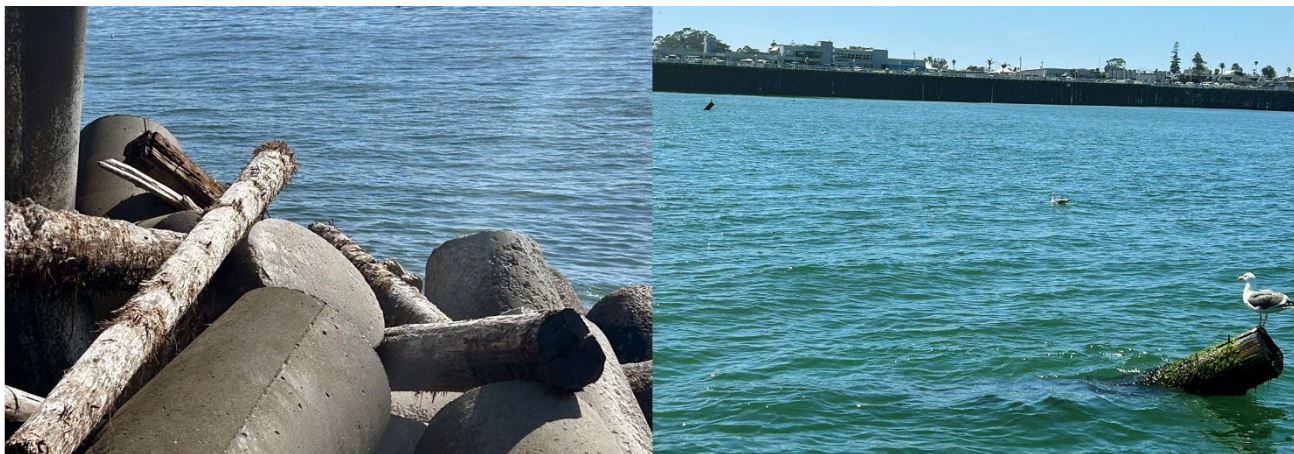
FROM: Blake Anderson, Harbormaster

DATE: April 15, 2025

SUBJECT: Harbormaster's Report – April 22, 2025

### Local Nearshore Hazards

Now that the boating season is getting underway, mariners should be aware that navigational hazards exist in the area adjacent to the Santa Cruz Municipal Wharf/Main Beach and should avoid the area until the hazards have been removed. The December 23, 2024, wharf collapse resulted in several partially submerged pilings east of the wharf, and other materials scattered throughout the bottom, which pose significant risk to boaters and ground tackle. The salvage work will be performed by a City of Santa Cruz contractor with direct oversight by the US Coast Guard sometime in the next several months. While the City and its contractor are eager to complete the work as soon as possible, the operation will require transport of an ocean-going barge and crane to the site, which can only be accomplished during a period of calm weather. Once raised, salvaged materials will be loaded onto the barge and transported to the San Francisco Bay area. As part of the operation, the City's contractor will remove the pilings and wharf debris lodged in the south side of the west jetty.

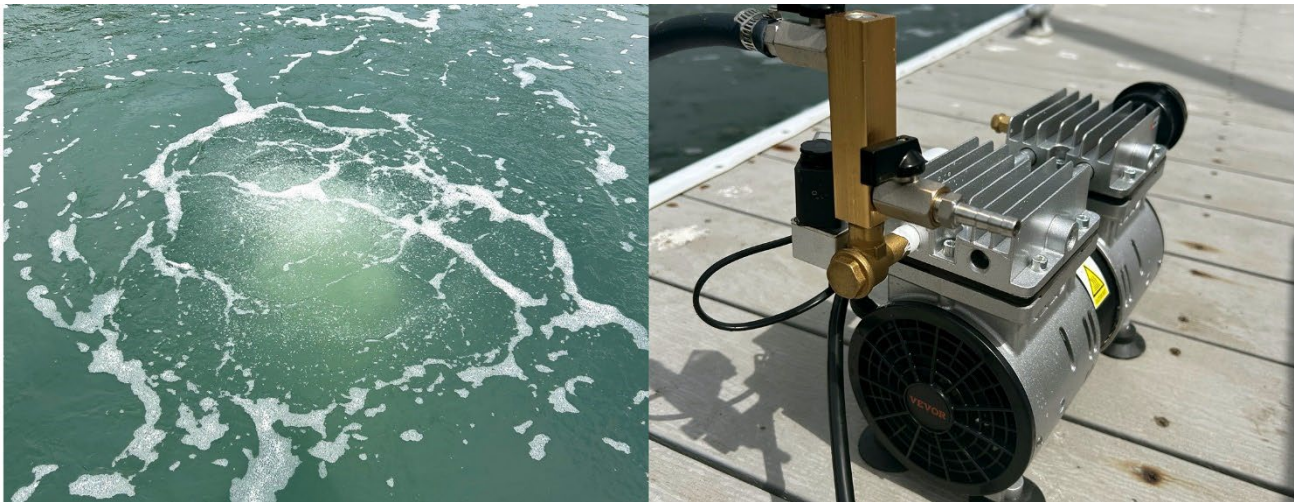


### Park Mobile

Staff is currently in discussion with Park Mobile to implement the app-based, self-pay service at the Port District. Park Mobile is widely used and will provide visitors with another option to pay for parking and launch fees. The District's coin-operated meters are past their service life and can no longer be reprogrammed to align with future fee increases, so Park mobile will be used as a replacement while meters are phased out. There is no direct cost to the District for implementing the service, although some small costs will be incurred to modify, add, or replace signage. The concession parking lot will remain as-is and will not be integrated with Park Mobile.

### Anchovies

Anchovies have continued to inundate the harbor and nearshore waters. Small scale die-offs have been observed but have not required cleanup by staff, as the large number of bird and marine mammals have been feeding on dead or dying fish. With the District's aerator system undergoing seasonal maintenance and repairs, staff is exploring other aeration methods to supplement the main aerator system. Staff is currently testing the effectiveness and durability of air pumps made for home pond aeration, which are low cost, portable, and can be used with standard 30-amp dock service. If found to be effective, these pumps could easily be deployed to areas of concern around the harbor whenever large concentrations of fish are found.



### North Harbor Dock Repairs

Cushman Contracting Corporation is beginning to demobilize equipment in the north harbor, as the temporary dock repairs and reconstruction efforts have been completed. Staff worked closely alongside Cushman since early January to ensure that useable space is maximized, and overall, their team did an outstanding job reconstructing broken docks to restore adequate berthing. Of the slips sustaining significant structural damage:

- All 25-foot slips on G-Dock have been restored.
- In the X-Dock 35-foot category, all but four of the 28 damaged slips have been restored.
- In the G-Dock and X-Dock 45-foot wide category, berthing has been restored for eight of the 18 damaged slips.

All restored slips have power and water. Overall, the current net loss in berthing is as follows:

- (4) 35' slips on X-Dock (although three smaller 20'-25' vessels can adequately berth there)
- (7) 45' wide slips on X-Dock and G-Dock
- (5) North Harbor End-Ties (housing displaced 45-foot wide vessels)

### Fishery Update

The commercial Dungeness crab season closed on April 15, 2025. The in-season action was taken due to increased concentrations of Humpback whales in the management area. The recreational fishery is open until June 30 with trap restrictions; anglers may take crab using hoop nets or snares only.

The rockfish season is currently open seaward of the 50-fathom line, in deep water. Starting May 1, 2025, to September 30, 2025, the shallow water inshore fishery will be open shoreward of the 20-fathom line.

On April 14, 2025, the Pacific Fisheries Management Council (PFMC) announced that the Monterey Management Area will have a recreational salmon season in 2025! However, once again, the commercial fishery will be closed completely.

The dates and regulations for the recreational salmon fishery are as follows:

- June 7-8
- July 5-6
- July 31- August 3
- August 25-31

The season will be open for the above dates until a statewide quota of 7,000 fish is met, making it unlikely that the late July and August slots will open. Additionally, the recreational season will be open in a subarea between Pigeon Point and Point Sur during the following dates:

- September 4-7 and 29-30

The September subarea fishery will be open until a quota of 7,500 fish is met.

Although limited, the announcement of a recreational salmon season is welcome news to the Port District after two years of a complete closure. Staff is expecting heavy usage during the early June and early July openers and will plan accordingly.

*Fisheries Report continued on the next page.*



Fisheries Report

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

**March 2025 – Total Port Landings:**

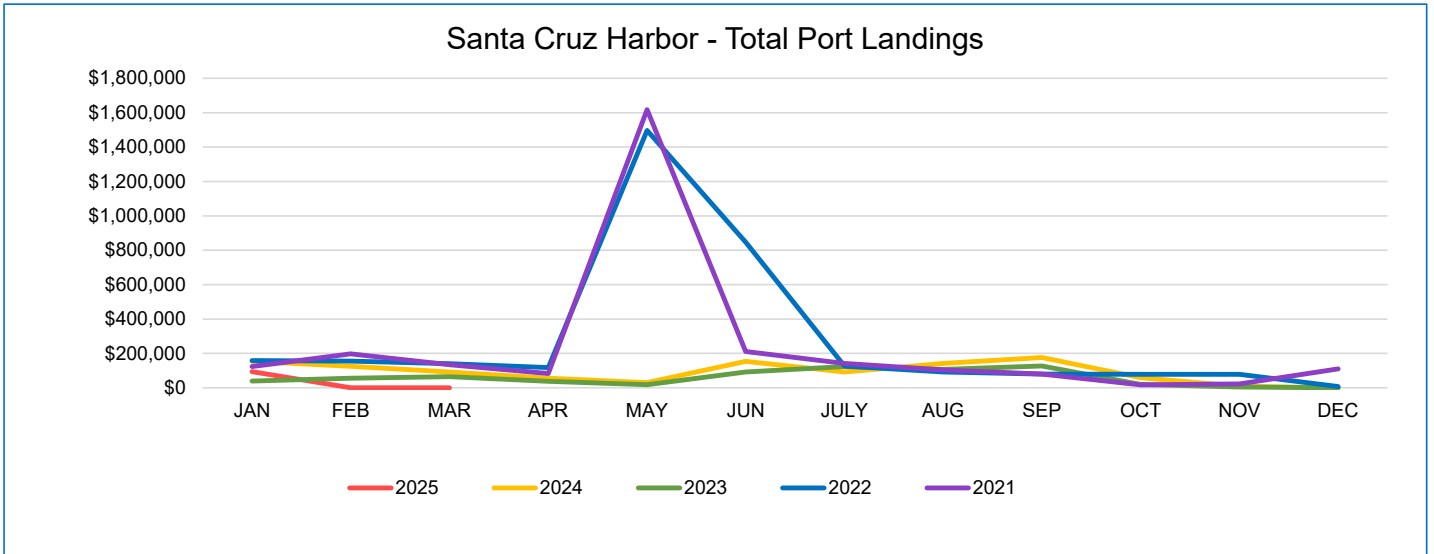
Species	Weight (lbs.)	Ex-Vessel (\$ per lbs.)	Approx. Value
(no reportable landings)			
<b>Total</b>	<b>0.00</b>		<b>\$0.00</b>

Species also landed\* - Dungeness Crab, Rock Crab, Sablefish (Blackcod), Rockfish (various) Lingcod, Anchovy

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

**March 2025 – Resident Buyer Landings:**

Species	Weight (lbs.)	Ex-Vessel (\$ per lbs.)	Approx. Value
Dungeness Crab	4,476.55	\$6.50	\$29,097.57
Rockfish (various)	3,371.25	\$2.50	\$8,428.12
Rock Crab	1,142.00	\$3.00	\$3,426.00
Sablefish (blackcod)	81.00	\$3.00	\$243.00
Lingcod	41.30	\$3.00	\$123.90
Anchovies	40.00	\$1.00	\$40.00
<b>Total</b>	<b>14,571.00</b>		<b>\$41,358.59</b>





TO: Port Commission  
FROM: Carl Wulf, Facilities Maintenance & Engineering Manager  
DATE: April 15, 2025  
SUBJECT: Facilities Maintenance & Engineering Manager's Report – April 22, 2025

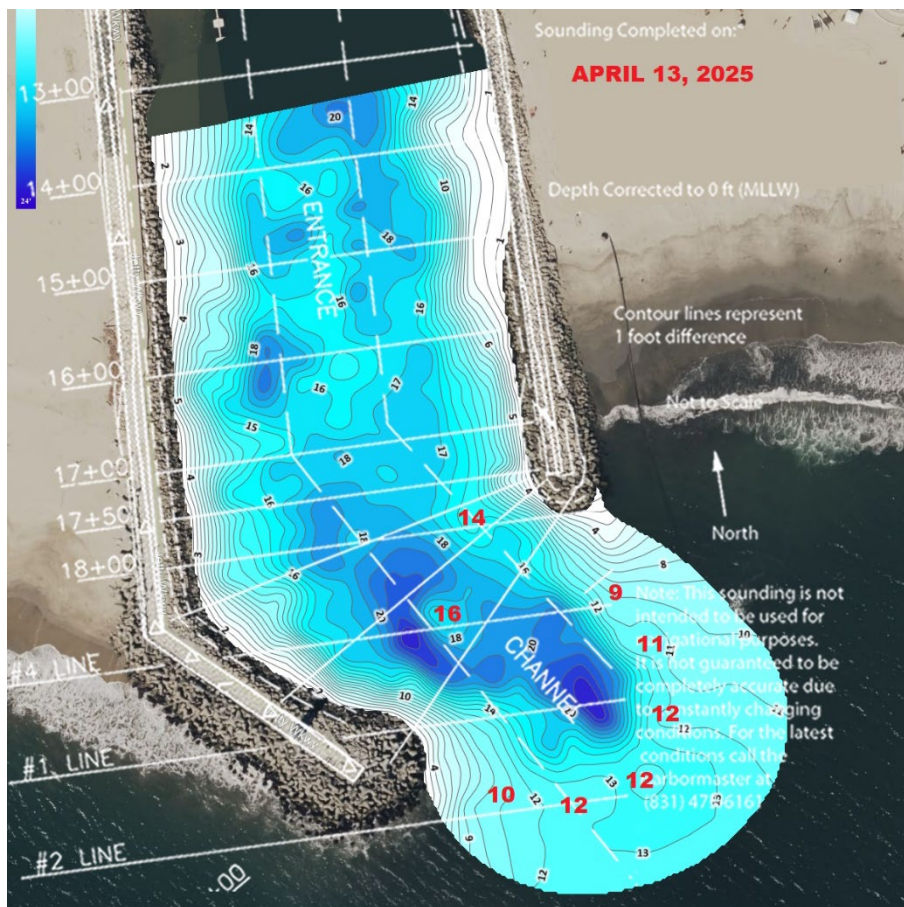
**Dredging Operations:**

Twin Lakes

The dredge crew continues to deepen the entrance channel. Significant volumes of sand have been removed from both the sides and center of the channel and progress remains on track to conclude dredging on April 30, 2025.

Squirt

*Squirt* was splashed at the boatyard on Tuesday, April 8, 2025, and will be moored at T-Dock until the 2025-26 dredge season this fall.



## **Maintenance:**

### **S-Dock Brow Pier Maintenance**

Maintenance crews have repaired a small sinkhole adjacent to the brow pier at S-Dock. The area has been stabilized and no longer poses a tripping hazard.

### **FF-Dock Rowing Rack Relocation Project**

Cushman Construction successfully relocated the rowing rack from beneath Murray Street Bridge to its temporary location at AA-Dock. Staff installed and secured the rack and jet float system at the new location, along with power connections for lighting. Additional jet floats were also installed at the A-Dock hand launch ramp to enhance access and improve launching conditions.



### **Back Staircase Repairs – 493 Lake Avenue**

Staff has executed a contract with Espino Construction, Inc. to reconstruct the rear, west-facing staircase located at 493 Lake Avenue, in a not-to-exceed amount of \$22,311.00. Work is scheduled to begin in the coming weeks. Adequate funding for this project is available in the Capital Improvement Program – Buildings Restoration Fund.

### **Electrical Panel Replacement Project – Concession Parking Lot**

Staff has executed a contract with Phil Allegri Electric, Inc. to repair and replace the electrical subpanel located in the concession parking lot, in a not-to-exceed amount of \$12,592.00. Work is scheduled to begin in the coming weeks. Adequate funding for this project is available in the operating budget.

# Annual Review of Slip Vacancy / Waiting List Statistics - 2024

as of December 31, 2024

Slip Size/Rate Type	Available Spaces*														Total Spaces	% Vacant	# on Wait List	Approx. Years Wait	Total Offers - to 12/31/2024	Slips Accepted - to 12/31/2024	Average Offers per Accept				
	A	B	C	D	E	F	FF	L	M	N	O	P	Q	R								S	T		
SH 2x																	0	5	0%	10	5	200%	0	0	0.0
SH1.7x																	0	5	0%	7	2	140%	0	0	0.0
SH 60																	0	12	0%	11	13	92%	0	0	0.0
SH 50																	0	32	0%	29	21	91%	19	3	6.3
SH 40																	0	78	0%	73	23	94%	9	2	4.5
SH 30										2		1	2			5	142	4%	90	19	63%	20	7	2.8	
SH 24								1								1	78	1%	43	6	55%	16	6	2.6	
MULTI													1			1	24	4%	12	3	50%	0	0	0.0	
<b>SH Total</b>																<b>7</b>	<b>376</b>	<b>2%</b>	<b>275</b>	<b>73%</b>					
	G	H	I	J	U	V	W	X											Total Spaces	% Vacant	# on Wait List	Approx. Years Wait	Total Offers - to 12/31/2024	Slips Accepted - to 12/31/2024	Average Offers per Accept
NH 45	3							4								7	28	25%	16	4	57%	13	6	2.2	
NH 40	1															1	17	6%	22	6	129%	3	2	1.5	
NH 35								4								4	34	12%	42	6	124%	13	5	2.6	
NH 30				3				2								5	188	3%	70	2.5	37%	47	16	2.9	
NH 25	3							2								5	113	4%	47	3	42%	21	7	3.0	
NH 20		1	1	1												3	72	4%	19	1	26%	24	12	2.0	
<b>NH Total</b>	<i>*includes 11 slips lost in surge event on 12/23/24</i>														<b>25</b>	<b>452</b>	<b>6%</b>	<b>216</b>	<b>48%</b>						
YCDS															0	106	0%	12	4	11%					
Inside Ties															2	41	5%	29	2	71%					
Dory Ties															3	61	5%	35	1	57%					
AA-Dock Racks															1	70	1%	25	2	36%					
U-Dock Racks															1	30	3%	27	2	90%					
J-Dock Racks															7	66	11%	11	0	17%					
Rowing Racks															0	66	0%	65	4	98%					
7th & Brommer															1	82	1%	51	2	62%					
NHDS															0	101	0%	30	3	30%					
Standby																		661							

**Waitlist Totals**

275 SH
216 NH
661 Standby
12 YCDS
<b>1164 TOTAL</b>

\*vacant slips are currently out to offer



To: Port Commission  
 From: Blake Anderson, Harbormaster  
 Date: April 11, 2025  
 Subject: Annual Review of Vessel Use List – 2024

**BACKGROUND**

Port District Ordinance Section 302.1 – *Regular Use of Vessel* requires all slip licensees to make continuous personal use of their vessel on a regular basis. Continuous personal use is defined as taking the boat out of the slip and harbor for any length of time on at least ten separate days during any twelve-month period.

Each year, staff identifies use list candidates based on specific criteria as outlined in the Vessel Use List Administration Policy (Attachment A). Once the use list is generated, those licensees selected are required to log ten uses within a specified period (12 months) to verify the ocean-going use of their vessel. If the minimum use requirement is not met, the licensee may be subject to the slip revocation process.

The policy and operations committee met in July 2018, to review the “regular use” requirement. Items discussed in that meeting included enforcement philosophy relating to Ordinance 302.1, use list criteria/selection, and licensee outreach regarding unused vessels. Based on the committee discussion, staff was directed to craft a policy relating to the administration of the use list. Subsequent to that meeting, staff implemented the *Vessel Use List Administration Policy* (attached).

**ANALYSIS**

This review covers the 2024 use list (January 1, 2024 – December 31, 2024).

In total, 17 licensees were placed on the vessel use list for 2024. A breakdown of the statistics is below:

STATISTICS:	NORTH HARBOR	SOUTH HARBOR
Total No. of Slips:	452	388
No. of customers on 2024 use list:	11	6
No. of customers who met ten minimum uses:	0	2
No. of slips voluntarily released:	4	1
No. of extensions issued:	7	3
No. of medical waivers:	0	0
No. of slip renters issued revoke notices for non-use:	0	0

Although staff understands that 100% compliance with the use list is unlikely, the list serves as a catalyst to speed up the sale or disposal of vessels that are no longer being used. Many times, those

licensees placed on the use list are no longer interested in boating but hold onto their vessel and slip because they don't know what else to do in that situation. The use list administration process gives staff an opportunity to review the options available to boaters holding on to unused vessels. In staff's experience, most issues surrounding vessel use can be resolved without the need for the revocation process.

As depicted in the table above, seventeen licensees were placed on the 2024 list. Two complied with the use requirement, five slips were voluntarily released and ten were granted extensions until June 1, 2025. Additionally, three vessel owners on the use list have expressed interest in the turn-in program but have not yet made a final decision, although it's likely the vessels will be surrendered.

#### 2025-2026 Use List

Harbor staff is in the process of identifying candidates for the 2025-2026 use list and beginning the notification process. It should be noted that the surge event in December 2024 resulted in several potential use list candidates turning-in their vessels, and staff is in contact with other owners of unused vessels regarding the turn-in and disposal program.

#### **IMPACT ON PORT DISTRICT RESOURCES**

There are no impacts to Port District resources in reviewing this report.

ATTACHMENTS:     A. Vessel Use List Administration Policy

<b>SUBJECT: Administration of Vessel Use List</b>		
<i>Issued Date: September 3, 2018</i>	<i>Revised Date: September 3, 2018</i>	<i>Prepared By: Staff</i>
<i>Standard Operating Procedure: 1.22</i>	<i>Approved By:</i>	<i>Approval Date: February 13, 2019</i>

Staff shall use the following guidelines when selecting licensees for placement on the annual *Vessel Use List*.

## **PROCEDURE:**

The vessel use requirement (Santa Cruz Port District Ordinance 302.1) is intended to ensure active boating and proper administration of the paid waiting list for slips. Additionally, the requirement aids in identifying and preventing illegal slip transference and illegitimate vessel partnerships.

Slip licensees selected for placement on the *Vessel Use List* will be required to check-in with harbor office 10 times per year when they use their vessel. Pursuant to the SLA, the vessel will be required to leave the entrance channel and venture onto the open waters of the Monterey Bay for any amount of time. Specifically, uses may not be called in from the slip or from within the harbor while moored.

### Selection:

Selection to the use list shall only be made after obtaining satisfactory evidence that would lead one to reasonably believe the slip licensee is not making at least 10 ocean-going trips per year.

Staff shall make use list selections based on the following reason(s):

1. Obvious signs of vessel inoperability including\*:
  - Excessive growth on the hull or running gear
  - Damaged or missing equipment
  - Animal nests/droppings

\*If a licensee is placed on the list due to obvious signs of vessel inoperability, then the physical condition that led to the determination should be documented with photographs and stored in the licensee's file.
2. Expired vessel registration
3. Failure to pick up parking stickers in a timely manner
4. Suspected vessel/slip transference issues including:
  - Suspected illegal partnerships
  - Suspected unreported vessel ownership changes
5. Other suspicious circumstances which may indicate non-use by the licensee, so long as those circumstances and concerns can be specifically and reasonably articulated by staff.

“Random” selections shall not be made, nor shall slip licensees be added to the list two years in a row (unless an extension has been granted). Liveaboards may be placed on the list based on the same criteria as non-liveaboards but not solely because they live aboard their vessel.

Generally, staff should keep the number of people selected to a manageable number so that the program can be effectively and efficiently administered.

Additionally, where practicable, staff should make contact with those slip renters suspected of non-use throughout the year to discuss the use requirement prior to the creation of the official list.

### Verification

Those selected to the *Vessel Use List* must check-in with the harbor office 10 times per year when they make a voyage.

- During office hours, licensees should call the harbor office on the phone or via VHF Channel 09
- After hours, licensees should contact Harbor Patrol on VHF Channel 09

When contacted, staff must reasonably verify that the licensee is aboard and that the vessel leaves the harbor entrance and log the vessel use. (Note: Ship’s logs shall not be used for purposes of verifying vessel use.)

### Extensions and Exemptions

This policy is not intended to limit staff’s discretion in administering and/or enforcing the list. Within the spirit of the ordinance, staff should be able to reasonably justify any extensions or exemptions granted to licensees.

Licensees selected for the *Vessel Use List* who are unable to fulfill the requirement may appeal to the Harbormaster, in writing, to request an extension or exemption for that year based on extenuating circumstances. Each request shall be considered on a case-by-case basis by the Harbormaster.

Some possible reasons for limited term extensions or exemptions may include but are not limited to:

- Personal medical/health issues
- Familial obligations
- Major mechanical or structural issues
- Other extenuating circumstances

When limited term extensions or exemptions are granted the conditions should be documented in writing and placed in the licensees file and also recorded on the master list at the front desk.

### Compliance / Documentation

Each year staff shall compile a master list of slip licensees selected for the annual vessel use list, and create a vessel use log to be used by staff to document uses by slip licensees.

The following documents shall be maintained in the slip licensee’s file:

- Any supporting documentation (i.e., photos and notes of contact(s) with slip licensee)
- A letter informing slip licensees of placement on the annual vessel use list



- Two reminder letters sent to slip licensees reminding them of the requirement and relevant due dates
- A letter of fulfillment sent to licensees who comply with the requirement.

Licensees who comply shall not be placed on the list the following year.

Non-Compliance / Documentation:

Staff shall work on non-compliance issues on a case-by-case basis and may initiate the revocation process. Revocation for non-compliance should be a last resort as staff is encouraged to work with licensees before it gets to that point. Staff should explain to out-of-compliance licensees that they have options including:

- Vessel Turn-In Program (VTIP)
- Sale of the vessel through a 1yr SLA
- Voluntary release of the slip and relocation to another harbor
- Slip Leave Option (Leave of Absence)

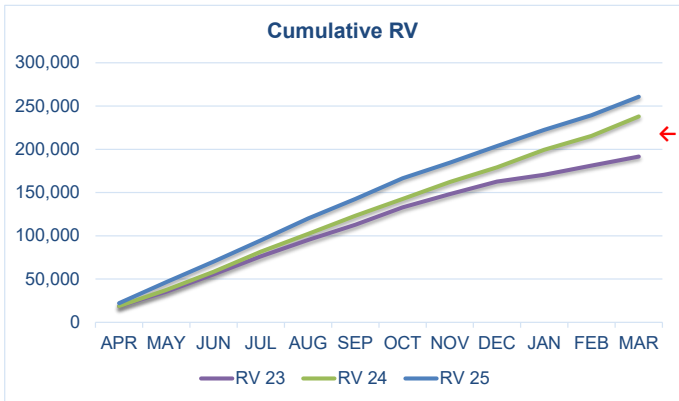
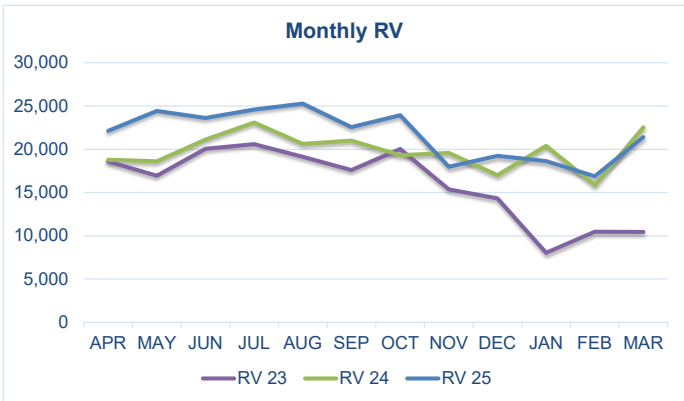
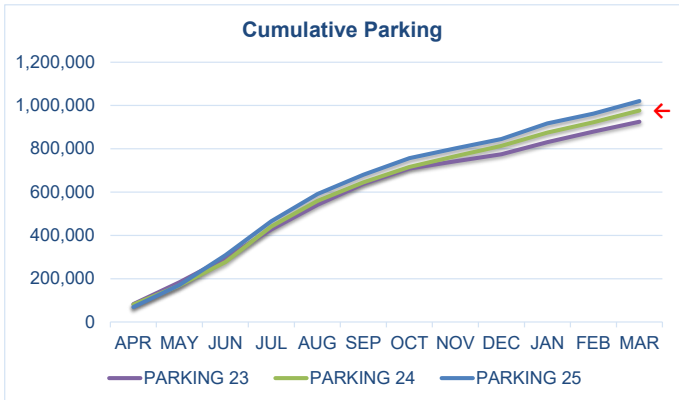
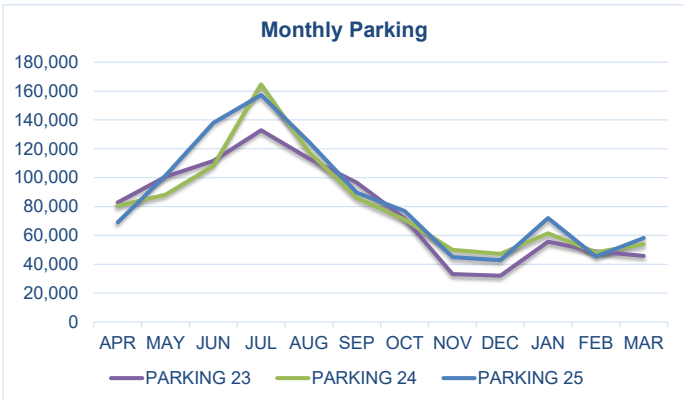
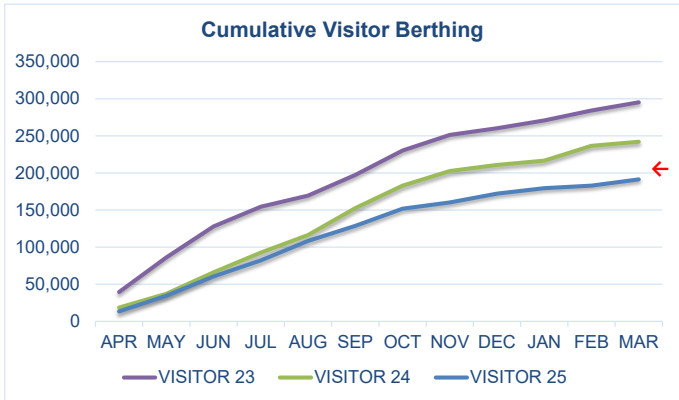
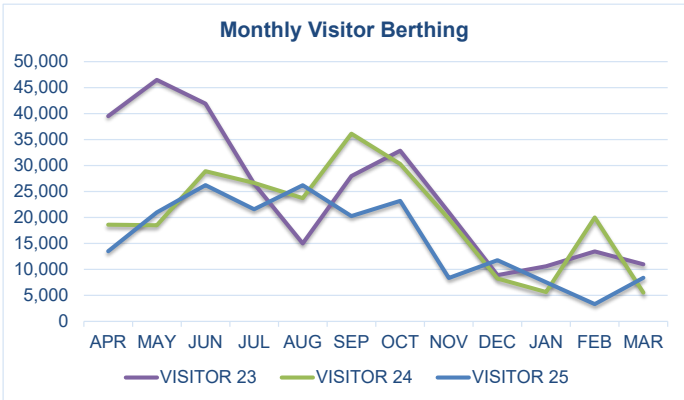
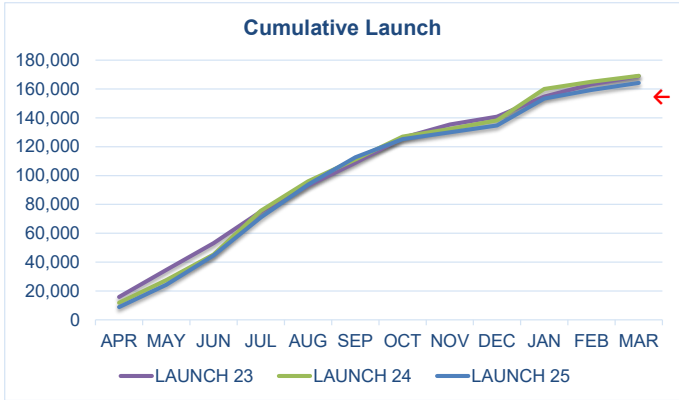
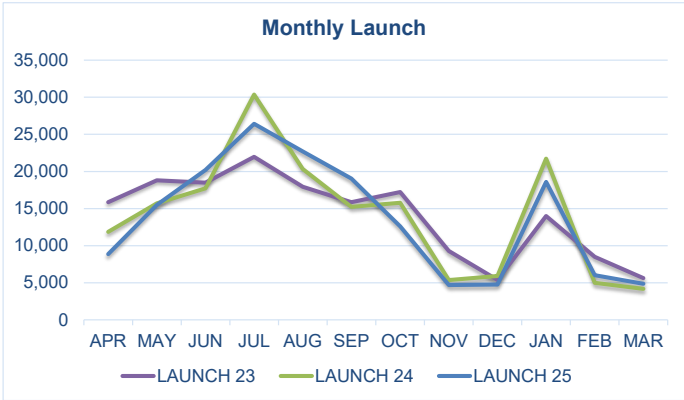
If the licensee fails to respond to staff's recommendations, the revocation process shall be initiated by the Harbormaster.

In addition to the documentation listed under "Compliance / Documentation" above, the following documents shall be maintained slip licensee's file:

- Letter informing slip licensees of any limited term extension or exemption granted
- Letter to slip licensees documenting failure to fulfill the requirement / slip revocation process

Santa Cruz Port District  
**SEASONAL INCOME**  
 For the Twelve Months Ending March 31, 2025

FY25 Budget ←



Santa Cruz Port District  
**Comparative Budget Report**  
For the Twelve Months Ending March 31, 2025

Account	Description	YTD	FY25 BUDGET	% BUDGET	FY24 YTD	Variance
<b>OPERATING INCOME</b>						
000-000-000-0000-4000	Slip Rent Permanent	\$5,155,336	\$5,181,621	99%	\$5,021,068	\$134,268
000-000-000-0000-4002	Slip Rent Visitors	\$191,336	\$215,000	89%	\$242,057	(\$50,721)
000-000-000-0000-4003	Annual Slip Rent Discount	(\$2,687)	(\$1,225)	219%	(\$1,692)	(\$995)
000-000-000-0000-4006	Tenant Concession Rent	\$2,123,088	\$2,097,000	101%	\$2,075,442	\$47,646
000-000-000-0000-4008	Misc. Tenant Rent (Sewer)	\$184,291	\$140,000	132%	\$187,592	(\$3,301)
000-000-000-0000-4010	Launch Fees	\$164,241	\$155,000	106%	\$169,142	(\$4,901)
000-000-000-0000-4012	Liveaboard	\$107,968	\$92,500	117%	\$107,564	\$404
000-000-000-0000-4014	Catamaran Storage	\$31,666	\$26,000	122%	\$28,429	\$3,237
000-000-000-0000-4016	North Harbor Dry Storage	\$212,476	\$200,000	106%	\$206,423	\$6,053
000-000-000-0000-4018	7th Ave Dry Storage	\$131,863	\$125,000	105%	\$126,770	\$5,093
000-000-000-0000-4020	Waiting List	\$155,028	\$135,000	115%	\$164,829	(\$9,801)
000-000-000-0000-4024	Slip Leave Option	\$3,300	\$3,000	110%	\$4,800	(\$1,500)
000-000-000-0000-4026	Partnership Fees	\$39,397	\$30,000	131%	\$34,661	\$4,736
000-000-000-0000-4028	Sublease Fees	\$35,800	\$35,000	102%	\$38,277	(\$2,477)
000-000-000-0000-4030	Variable/Utility Fees	\$252,917	\$235,000	108%	\$248,863	\$4,055
000-000-000-0000-4032	Late Fees	\$53,817	\$50,000	108%	\$52,033	\$1,784
000-000-000-0000-4036	Citations	\$122,849	\$110,000	112%	\$145,458	(\$22,609)
000-000-000-0000-4040	Credit Card Convenience Charges	\$34,009	\$24,000	142%	\$32,308	\$1,701
000-000-000-0000-4100	Parking - Concession Lot	\$607,279	\$910,000	107%	\$571,137	\$36,142
000-000-000-0000-4102	Parking - Launch Area	\$21,845			\$15,389	\$6,456
000-000-000-0000-4104	Parking - Southwest	\$168,350			\$178,927	(\$10,577)
000-000-000-0000-4106	Parking - North	\$34,839			\$32,979	\$1,861
000-000-000-0000-4108	Parking - Southeast	\$132,975			\$120,824	\$12,151
000-000-000-0000-4118	Meter Permits	\$7,512			\$11,709	(\$4,197)
000-000-000-0000-4120	Slip Renter Parking Permits	\$47,890	\$28,000	171%	\$46,099	\$1,791
000-000-000-0000-4122	RV Parking	\$260,756	\$215,000	121%	\$236,429	\$24,327
000-000-000-0000-4200	Fuel Sales Gasoline	\$260,194	\$285,000	91%	\$276,217	(\$16,024)
000-000-000-0000-4202	Fuel Sales Diesel	\$287,122	\$305,000	94%	\$285,110	\$2,012
000-000-000-0000-4210	Wash Rack	\$8,188	\$6,500	126%	\$8,426	(\$238)
000-000-000-0000-4220	Boatyard Retail	\$27,309	\$16,500	166%	\$18,444	\$8,866
000-000-000-0000-4225	Boatyard Labor	\$1,510	\$750	201%	\$2,044	(\$534)
000-000-000-0000-4230	Boatyard Rental	\$2,690	\$3,000	90%	\$2,350	\$340
000-000-000-0000-4235	Boatyard Misc.	\$38,364	\$32,000	120%	\$41,894	(\$3,530)
000-000-000-0000-4240	Lay Days/Storage	\$100,993	\$130,000	78%	\$103,145	(\$2,152)
000-000-000-0000-4245	Vessel Haulout	\$141,505	\$132,000	107%	\$143,250	(\$1,745)
000-000-000-0000-4250	Vessel Berthing	\$26,139	\$34,000	77%	\$44,440	(\$18,301)
	<b>OPERATING INCOME</b>	<b>\$11,172,153</b>	<b>\$10,950,646</b>	<b>102%</b>	<b>\$11,022,833</b>	<b>\$149,320</b>

Santa Cruz Port District  
**Comparative Budget Report**  
For the Twelve Months Ending March 31, 2025

Account	Description	YTD	FY25 BUDGET	% BUDGET	FY24 YTD	Variance
<b>EXPENSE SUMMARY BY PROGRAM</b>						
	Administrative Services (110)	\$2,360,838	\$925,649	255%	\$861,319	\$1,499,519
	Finance & Purchasing (120)	\$227,254	\$247,146	92%	\$236,889	(\$9,635)
	Property Management (130)	\$1,121,448	\$994,396	113%	\$951,436	\$170,013
	Environmental & Permitting (140)	\$83,247	\$189,885	44%	\$144,352	(\$61,105)
	Port Commission Support (190)	\$60,756	\$76,149	80%	\$79,674	(\$18,918)
	Harbor Patrol (210)	\$798,389	\$884,261	90%	\$829,967	(\$31,578)
	Marina Management (220)	\$638,032	\$632,832	101%	\$591,788	\$46,244
	Rescue Services (230)	\$124,809	\$153,813	81%	\$132,091	(\$7,282)
	Parking Services (240)	\$407,519	\$408,710	100%	\$391,668	\$15,851
	Events (250)	\$21,468	\$33,829	63%	\$19,874	\$1,593
	Fuel Services (280)	\$454,657	\$522,860	87%	\$476,215	(\$21,558)
	Docks, Piers, Marine Structures (310)	\$856,914	\$856,979	100%	\$739,233	\$117,681
	Utilities (320)	\$111,614	\$110,463	101%	\$97,409	\$14,205
	Buildings (330)	\$495,701	\$495,429	100%	\$482,824	\$12,877
	Grounds (340)	\$1,080,147	\$873,575	124%	\$908,044	\$172,103
	Aeration (350)	\$111,192	\$60,599	183%	\$54,938	\$56,253
	Fishery Support (360)	\$6,856	\$17,496	39%	\$8,855	(\$1,999)
	Capital Projects (390)	\$307,563	\$313,229	98%	\$348,782	(\$41,219)
	Dredging Operations (400)	\$1,696,612	\$1,697,545	100%	\$1,710,055	(\$13,443)
	Boatyard Operations (500)	\$381,802	\$431,225	89%	\$366,652	\$15,150
	<b>OPERATING EXPENSES</b>	<b>\$11,346,817</b>	<b>\$9,926,072</b>	<b>114%</b>	<b>\$9,432,065</b>	<b>\$1,914,752</b>
	<b>OPERATING PROFIT</b>	<b>(\$174,663)</b>	<b>\$1,024,574</b>	<b>(17%)</b>	<b>\$1,590,769</b>	<b>(\$1,765,432)</b>
<b>NON OPERATING INCOME/(EXPENSE)</b>						
000-000-000-0000-4300	Harbor Services Charge	\$4,325	\$10,000	43%	\$5,466	(\$1,141)
000-000-000-0000-4308	Interest Income	\$947,967	\$710,000	134%	\$801,899	\$146,068
000-000-000-0000-4310	Other Income	\$69,275	\$176,000	39%	\$416,990	(\$347,715)
000-000-000-0000-4375	USACE Reimbursement	\$525,000	\$525,000	100%	\$525,000	\$0
000-000-000-0000-4400	Grants - State	\$20,287				\$20,287
000-000-000-0000-4402	Grants - Federal	\$610,383				\$610,383
000-000-000-0000-4405	Grants - DBAW		\$12,000	0%	\$23,052	(\$23,052)
000-000-000-0000-4406	County Rescue Contribution	\$50,000	\$50,000	100%	\$50,000	\$0
000-000-000-0000-4408	Waste Oil Grant	\$15,085	\$12,000	126%	\$15,270	(\$185)
000-000-000-0000-4500	Gain/(Loss) on Asset Disposal	\$3,050			\$3,050	\$0
000-000-000-0000-4600	Cash Over/Under	(\$156)			(\$761)	\$605
	Election Expense	(\$11,473)				
	Principal Debt Payments	(\$1,413,056)	(\$1,413,056)	100%		(\$1,413,056)
	Capital Improvement Program	\$317,257	(\$750,000)	(42%)		\$317,257
	Capitalized Expenses	(\$149,992)	(\$187,000)	80%		(\$149,992)
	Depreciation	(\$2,161,325)	\$0		(\$2,111,480)	(\$49,845)
	<b>NET INCOME/(LOSS)</b>	<b>(\$1,348,036)</b>	<b>\$169,517</b>	<b>(795%)</b>	<b>\$1,319,254</b>	<b>(\$2,667,290)</b>

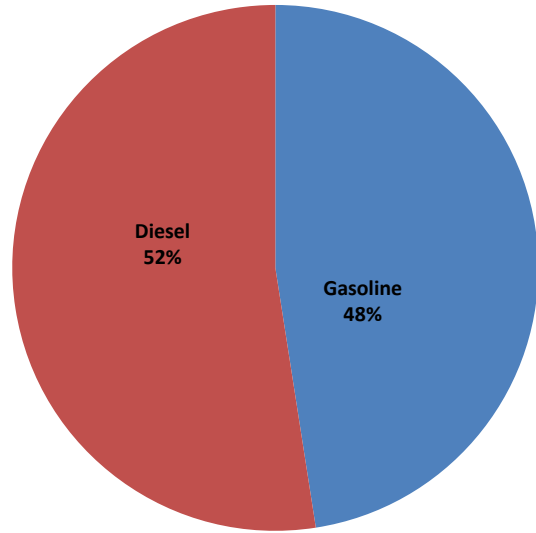
Santa Cruz Port District  
**Quarterly Employee Count**  
*As of March 31, 2025*

Department	Employee Name	FTE %	Unrepresented	Position
ADMIN	Allred, Jeff		var	Dredge Monitor
ADMIN	Eldridge, Mark	100%		Finance Officer
ADMIN	Ghisletta, Renee	100%		Administrative Services Officer
ADMIN	Gitler, Mark		var	Dredge Monitor
ADMIN	MacLaurie, Holland	100%		Port Director
ADMIN	Weisert, Hilary	100%		Administrative Assistant I
FACILITIES	Acevedo, Arturo	100%		Harbor Maintenance Worker III
FACILITIES	Castro, Nathan	100%		Harbor Dredge Worker III
FACILITIES	Forbes, Alden		var	Harbor Dredge Worker I
FACILITIES	Friccero, Eric	100%		Harbor Dredge Worker II
FACILITIES	Gullo, Nicholas	100%		Supervising Harbor Maintenance Worker
FACILITIES	Lopez, Jorge	100%		Harbor Maintenance Worker III
FACILITIES	Marty, Randy	100%		Harbor Maintenance Worker III
FACILITIES	Ramos, Brenda	100%		Facilities Coordinator
FACILITIES	Simoni, Daniel	100%		Harbor Dredge Worker III
FACILITIES	Smith, Bryer		prov	Harbor Maintenance Worker II
FACILITIES	Stipanovich, Rory	100%		Supervising Harbor Dredge Worker
FACILITIES	Tandoi, Steven	100%		Harbor Dredge Worker III
FACILITIES	Vera, Jose	100%		Harbor Maintenance Worker III
FACILITIES	Wagoner, Joshua	100%		Harbor Dredge Worker III
FACILITIES	Wulf, Carl	100%		Facilities Maintenance & Engineering Manager
OPERATIONS	Anderson, Blake	100%		Harbormaster
OPERATIONS	Ash, Jaylene		var	Parking Control / Water Taxi Crew
OPERATIONS	Drake, Bryson		var	Marina Management Specialist
OPERATIONS	Gottlieb, Landon	100%		Deputy Harbormaster
OPERATIONS	Hann, Alfred		var	Operations Assistant
OPERATIONS	Haynes, John	100%		Senior Deputy Harbormaster
OPERATIONS	Henning, Nicholas	100%		Boatyard Supervisor
OPERATIONS	Hill, David	100%		Deputy Harbormaster
OPERATIONS	Kingdom, Kyle	100%		Deputy Harbormaster
OPERATIONS	Melrose, Richard	100%		Parking Coordinator
OPERATIONS	Nelson, Michael		var	Parking Control / Water Taxi Crew / Dredge Monitor
OPERATIONS	Nowak, Chris		var	Water Taxi Operator
OPERATIONS	Pasquuali, Richard		var	Water Taxi Operator
OPERATIONS	Prince, Oliver		var	Parking Control / Water Taxi Operator / Boatyard Crew / Dredge Monitor
OPERATIONS	Repogle, Peter	100%		Boatyard Crew
OPERATIONS	Rothwell, Niki	100%		Deputy Harbormaster
OPERATIONS	Rothwell, Sean	100%		Assistant Harbormaster
OPERATIONS	Sorrentino, Griffin		var	Parking Control
OPERATIONS	Stelter, Richard		var	Parking Control
<b>Total FTE</b>		<b>27</b>		

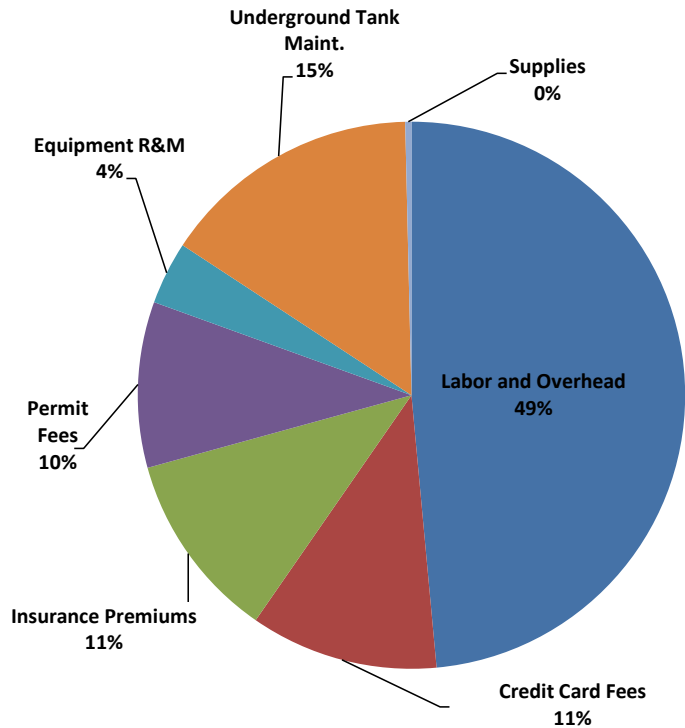
Santa Cruz Port District  
**Quarterly Fuel Dock Report**  
 For the Twelve Months Ended March 31, 2025

	QTD Jan - Mar	YTD Apr - Mar	% of Budget
<b>Fuel Dock Revenue</b>			
Gasoline	\$16,038	\$260,194	91%
Diesel	\$29,786	\$287,122	94%
<b>Total Revenue</b>	<b>\$45,824</b>	<b>\$547,315</b>	<b>93%</b>
<b>Cost of Sales</b>			
Gasoline	\$11,140.73	\$190,620	93%
Diesel	\$14,882.44	\$188,394	80%
<b>Total Cost of Sales</b>	<b>\$26,023</b>	<b>\$379,015</b>	<b>86%</b>
<b>Gross Profit</b>	<b>\$19,801</b>	<b>\$168,301</b>	
<b>Gross Profit Margin</b>	<b>43%</b>	<b>31%</b>	
<b>Operating Expenses</b>			
Labor and Overhead	\$7,890	\$36,713	73%
Credit Card Fees	\$803	\$8,396	105%
Insurance Premiums	\$2,133	\$8,389	108%
Permit Fees	\$2,000	\$7,414	172%
Equipment R&M	\$1,898	\$2,810	112%
Underground Tank Maint.	\$460	\$11,644	137%
Supplies	\$0	\$277	17%
<b>Total Operating Expenses</b>	<b>\$15,184</b>	<b>\$75,642</b>	<b>91%</b>
<b>Net Profit / (Loss)</b>	<b>\$4,618</b>	<b>\$92,659</b>	
<b>Profit Margin</b>	<b>10%</b>	<b>17%</b>	

### Fuel Dock Revenue

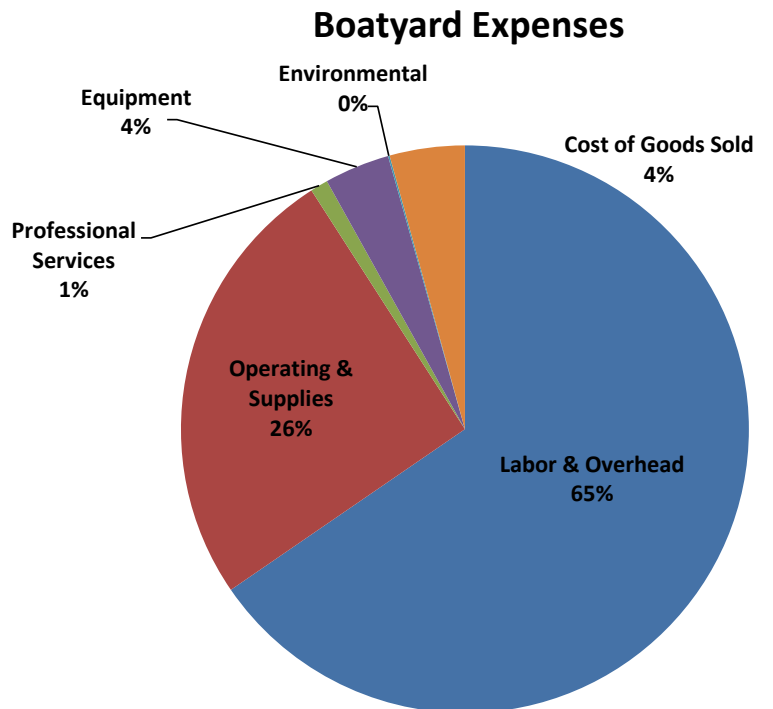
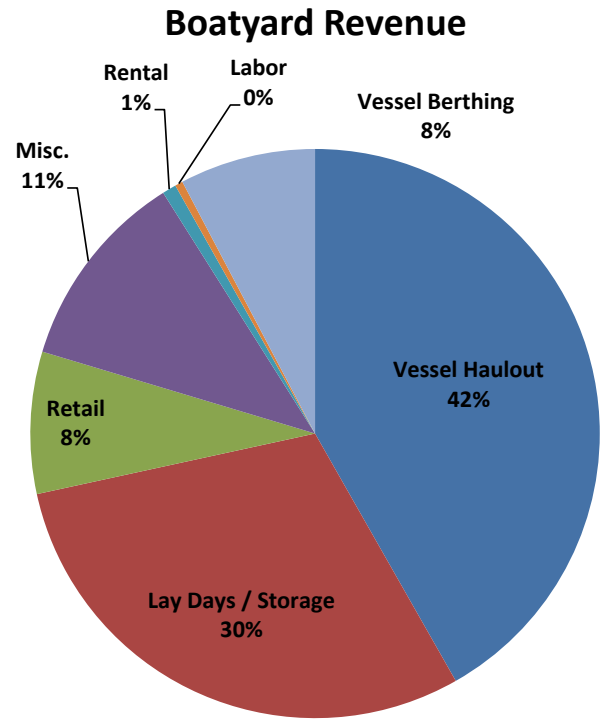


### Fuel Dock Expenses



Santa Cruz Port District  
**Quarterly Boatyard Report**  
 For the Twelve Months Ended March 31, 2025

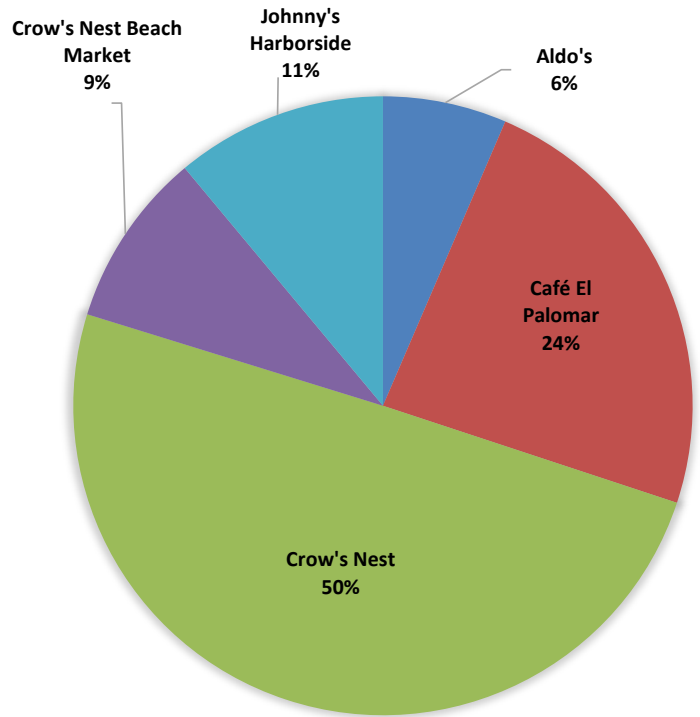
	QTD	YTD	% of Budget
	Jan - Mar	Apr - Mar	
<b>Boatyard Revenue</b>			
Vessel Haulout	\$38,846	\$141,505	107%
Lay Days / Storage	\$35,229	\$100,993	78%
Retail	\$6,568	\$27,309	166%
Misc.	\$14,609	\$38,614	121%
Rental	\$710	\$2,690	90%
Labor	\$170	\$1,510	201%
Vessel Berthing	\$7,367	\$26,139	77%
<b>Total Revenue</b>	<b>\$103,498</b>	<b>\$338,760</b>	<b>97%</b>
<b>Boatyard Expenses</b>			
Labor & Overhead	\$65,156	\$249,782	82%
Operating & Supplies	\$20,318	\$97,316	109%
Professional Services	\$1,515	\$3,858	86%
Equipment	\$881	\$14,174	138%
Environmental	\$125	\$350	3%
Cost of Goods Sold	\$2,837	\$16,322	163%
<b>Total Operating Expenses</b>	<b>\$90,832</b>	<b>\$381,802</b>	<b>89%</b>
<b>Net Profit / (Loss)</b>	<b>\$12,666</b>	<b>(\$43,042)</b>	



Santa Cruz Port District  
**Quarterly Concession Rent Report**  
 For the Twelve Months Ended March 31, 2025

	FY 2025	
	QTD Jan - Mar	YTD Apr - Mar
<b>Base Rent</b>		
Aldo's	6,432	25,727
Café El Palomar	47,154	188,616
Crow's Nest	-	-
Crow's Nest Beach Market	21,900	87,600
Johnny's Harborside	27,365	109,459
<b>Total Base Rent</b>	<b>\$ 102,851</b>	<b>\$ 411,403</b>
<b>% Rent</b>		
Aldo's	3,368	38,648
Café El Palomar	3,653	46,445
Crow's Nest	70,428	494,780
Crow's Nest Beach Market	-	3,642
Johnny's Harborside	-	625
<b>Total % Rent</b>	<b>\$77,449</b>	<b>\$584,140</b>
<b>Total Rent</b>		
Aldo's	9,800	64,375
Café El Palomar	50,807	235,061
Crow's Nest	70,428	494,780
Crow's Nest Beach Market	21,900	91,242
Johnny's Harborside	27,365	110,084
<b>Total Rent</b>	<b>\$ 180,300</b>	<b>\$ 995,543</b>

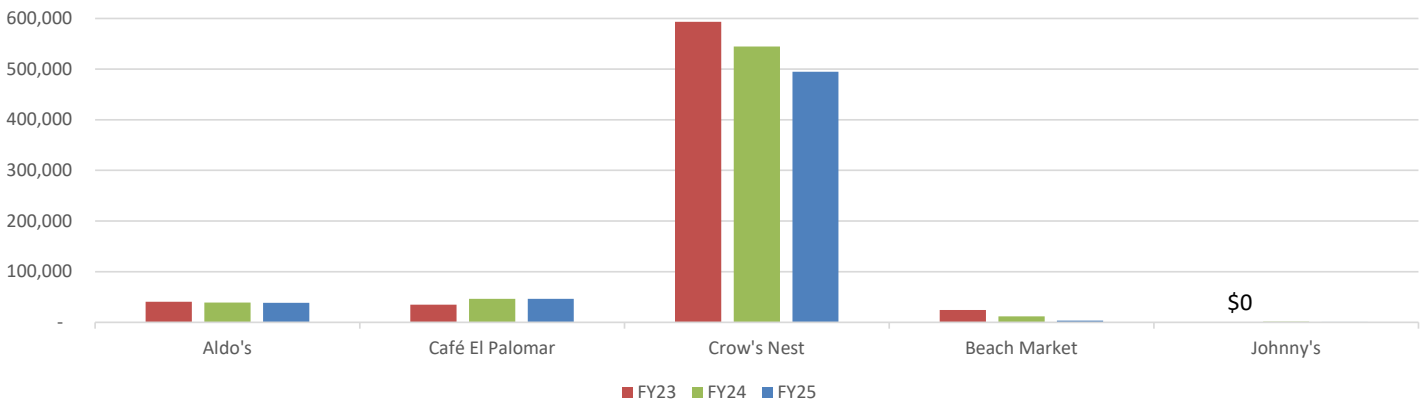
**TOTAL CONCESSION RENT YTD**



**YTD 3-Year Concession % Rent**

Tenant	FY23	FY24	FY25
Aldo's	40,739	39,171	38,648
Café El Palomar	34,672	46,693	46,445
Crow's Nest	593,589	544,729	494,780
Beach Market	24,319	11,739	3,642
Johnny's	-	1,320	625

**PERCENTAGE RENT YTD**





California State Treasurer  
**Fiona Ma, CPA**



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

April 01, 2025

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

SANTA CRUZ PORT DISTRICT

PORT DIRECTOR  
135 5TH AVENUE  
SANTA CRUZ, CA 95062

[Tran Type Definitions](#)

**Account Number:**

March 2025 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	305,481.24
Total Withdrawal:	0.00	Ending Balance:	305,481.24



Summary Statement

March 31, 2025

Page 1 of 3

Investor ID:

0000072-0000307 PDF 763882

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

**California CLASS**

**California CLASS**

Average Monthly Yield: 4.3961%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Port District Main	19,362,099.09	0.00	500,000.00	72,215.15	212,190.45	19,299,912.48	18,934,314.24
<b>TOTAL</b>	<b>19,362,099.09</b>	<b>0.00</b>	<b>500,000.00</b>	<b>72,215.15</b>	<b>212,190.45</b>	<b>19,299,912.48</b>	<b>18,934,314.24</b>



Port District Main

Account Summary

Average Monthly Yield: 4.3961%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	19,362,099.09	0.00	500,000.00	72,215.15	212,190.45	19,299,912.48	18,934,314.24

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
03/01/2025	Beginning Balance			19,362,099.09	
03/28/2025	Withdrawal		500,000.00		9841
03/31/2025	Income Dividend Reinvestment	72,215.15			
03/31/2025	Ending Balance			18,934,314.24	



California CLASS

California CLASS

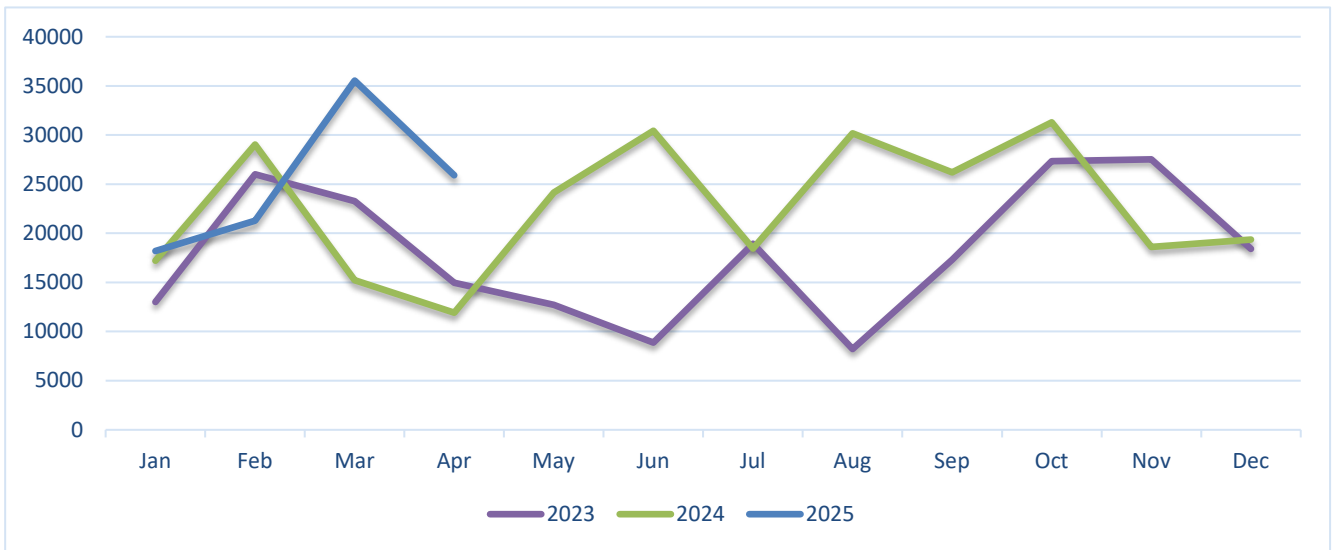
Date	Dividend Rate	Daily Yield
03/01/2025	0.00000000	4.4335%
03/02/2025	0.00000000	4.4335%
03/03/2025	0.000121349	4.4292%
03/04/2025	0.000120588	4.4015%
03/05/2025	0.000120466	4.3970%
03/06/2025	0.000120677	4.4047%
03/07/2025	0.000362385	4.4090%
03/08/2025	0.00000000	4.4090%
03/09/2025	0.00000000	4.4090%
03/10/2025	0.000120522	4.3991%
03/11/2025	0.000120356	4.3930%
03/12/2025	0.000120018	4.3806%
03/13/2025	0.000119828	4.3737%
03/14/2025	0.000359073	4.3687%
03/15/2025	0.00000000	4.3687%
03/16/2025	0.00000000	4.3687%
03/17/2025	0.000119914	4.3769%
03/18/2025	0.000120185	4.3868%
03/19/2025	0.000119990	4.3796%
03/20/2025	0.000119800	4.3727%
03/21/2025	0.000359682	4.3761%
03/22/2025	0.00000000	4.3761%
03/23/2025	0.00000000	4.3761%
03/24/2025	0.000120077	4.3828%
03/25/2025	0.000120260	4.3895%
03/26/2025	0.000120681	4.4049%
03/27/2025	0.000120904	4.4130%
03/28/2025	0.000363102	4.4178%
03/29/2025	0.00000000	4.4178%
03/30/2025	0.00000000	4.4178%
03/31/2025	0.000120873	4.4119%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

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

The following accounts have balances 60 days delinquent as of April 14, 2025

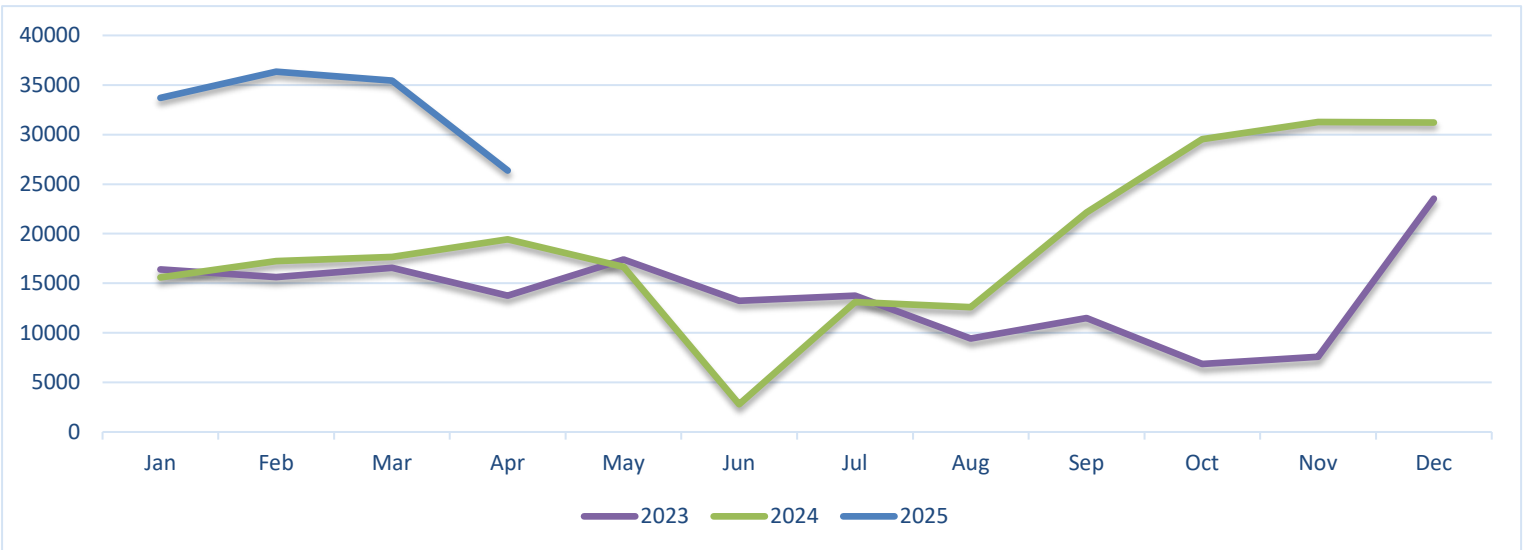
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
55526	1,211.65	1,158.44	833.12	0.00	3,203.21
55834	1,046.40	1,168.94	892.37	0.00	3,107.71
45314	703.22	673.00	588.96	0.00	1,965.18
58774	932.76	813.24	192.83	0.00	1,938.83
59469	39.55	39.55	1,746.40	0.00	1,825.50
56433	638.06	606.31	576.51	0.00	1,820.88
57057	850.66	819.86	137.25	0.00	1,807.77
48654	593.35	567.57	464.21	0.00	1,625.13
2068	689.06	652.70	154.93	0.00	1,496.69
48666	517.73	492.56	463.70	0.00	1,473.99
47248	504.98	478.73	447.50	0.00	1,431.21
47933	478.54	457.79	359.52	0.00	1,295.85
57924	403.41	382.71	354.75	0.00	1,140.87
58512	146.51	378.34	186.73	0.00	711.58
58197	182.51	173.87	100.00	0.00	456.38
57891	181.77	175.24	11.54	0.00	368.55
57229	94.36	90.57	66.11	0.00	251.04
<b>Total</b>	<b>\$ 9,214.52</b>	<b>\$ 9,129.42</b>	<b>\$ 7,576.43</b>	<b>\$ -</b>	<b>\$ 25,920.37</b>



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

The following accounts have balances 90 days delinquent or greater as of April 14, 2025

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
4134	1,774.53	230.88	1,653.72	2,919.76	6,578.89	X	Revoke
60701	894.50	886.80	924.82	3,509.85	6,215.97		Revoke
58883	947.49	969.74	879.74	930.00	3,726.97	X	Revoke
2321	693.17	662.66	707.43	556.13	2,619.39	X	Revoke
56970	574.77	548.47	544.18	514.89	2,182.31		Revoke
3094	341.83	497.69	443.22	891.09	2,173.83	X	Revoke
2002	-	360.00	360.00	432.75	1,152.75		Bad Debt
47207	341.43	324.23	326.28	50.09	1,042.03		Revoke
55462	145.28	138.36	138.36	261.88	683.88		Revoke
<b>Total</b>	<b>\$ 5,713.00</b>	<b>\$ 4,618.83</b>	<b>\$ 5,977.75</b>	<b>\$ 10,066.44</b>	<b>\$ 26,376.02</b>		





TO: Port Commission  
FROM: Sean Rothwell, Assistant Harbormaster  
DATE: April 1, 2025  
SUBJECT: Harbor Patrol Incident Response Report – March 2025

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

- 3/1/25 Harbor Patrol responded to a report of multiple surfers in distress in the area of Pleasure Point. Upon arrival, the victims were assisted to shore by rescue swimmers. Harbor Patrol returned to the harbor without incident.
- 3/7/25 Harbor Patrol responded to a report of surfers in distress in the area of La Selva Beach. Prior to arrival, the surfers self-rescued. Harbor Patrol returned to the harbor without incident.
- 3/9/25 Harbor Patrol responded to a report of a disabled vessel in the area of the harbor entrance. Upon arrival, Harbor Patrol contacted the operator and determined that the vessel had lost power. Harbor Patrol towed the vessel back into the harbor.
- 3/18/25 Harbor Patrol responded to a report of multiple paddleboarders in distress in the area of Sunny Cove. Upon arrival, the paddleboarders indicated that they were not in distress. Harbor patrol returned to the harbor without incident.
- 3/24/25 Harbor Patrol responded to a report of a flare sighting seen in the area of Twin Lakes State Beach. Upon arrival, Harbor Patrol conducted a search of the area along with a Coast Guard aircraft. No signs of distress were found. Harbor Patrol returned to the harbor without incident.
- 3/26/25 Harbor Patrol responded to a report of a disabled vessel in the area of Blacks Beach. Harbor Patrol escorted TowBoatUS in towing the vessel back into the harbor.
- 3/27/25 Harbor Patrol responded to a report of a vessel that capsized in the harbor entrance after attempting to transit during conditions with large breaking waves. Upon arrival, Harbor Patrol located the capsized vessel, which had run aground on Twin Lakes State Beach. The operator was evaluated by Central Fire paramedics and transported to Dominican Hospital by ambulance.

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

- 3/19/25 Harbor Patrol took an accident report after a vessel struck the cross-channel dredge pipe. No damage reported.
- 3/24/25 Harbor Patrol responded to a report of a domestic disturbance between two individuals in the area of X-Dock. One individual was arrested by Santa Cruz Police and transported to Santa Cruz County Jail.

3/27/25 Harbor Patrol responded to a report of a medical emergency after a subject lost consciousness in a harbor restaurant. Upon arrival, Harbor Patrol assisted the subject until paramedics arrived. The subject was transported to Dominican Hospital by ambulance for further evaluation.

***Parking Citations:***

March 2025 Parking Citations:	203
March 2024 Parking Citations:	124



Thank You  
Santa CRUZ Harbor  
for our new location -  
SUPER!

- Santa Cruz Rowing Club -

Jul Herald  
Tommy Munk  
Dorothy Young  
Linda Lockin  
Paul  
Kelly Robertson  
Miguel  
Bill  
Martha  
Thank you  
Michelle Oldham  
Brown  
Nicky  
Dan Gasket  
Henry Adams  
Kathy  
Jul Young  
Margaret  
Thank you  
Woo hoo!  
Kitty  
Mandy  
Thanks  
K.C.P.  
Tim  
Kathryn  
Madelaine  
Thanks!

STAY CALM  
ROW ON

# Santa Cruz Port District Port Commission Review Calendar / Follow-Up Items 2025-26

## 2025

### January-March

- ✓ Committee Assignments for 2025
- ✓ Annual Review of Business Use of Slips - 2024
- ✓ FY 26 Budget
- ✓ Review 5-year CIP
- Annual Review of Slip Vacancy / Waiting List Statistics - 2024 *(postponed to April)*
- ✓ Sea Scouts' Biannual Report
- Annual Review of Vessel Use List - 2024 *(postponed to April)*
- ✓ Form 700 Filing (due by 3/31 each year)

### April-June

- Crow's Nest / Java Junction Rent Review at Option Period Ending 4/30/2025  
*1st (5) year option to extend*
- Dredge Report 2024-25

### July-September

- Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- Sea Scouts' Biannual Report

### October-December

- Mid Fiscal Year Review of CIP
- Beacon Pointe Advisors Lease Exp. 11/30/2025
- Review of CalPERS Actuarial Valuation Report
- Annual Vessel Use List Review
- Ethics Training Update (due by year-end)
- Port Commission Officers for 2026

## 2026

### January-March

- Committee Assignments for 2026
- Annual Review of Business Use of Slips - 2025
- Annual Review of Slip Vacancy / Waiting List Statistics - 2025
- FY 27 Budget
- Review 5-year CIP
- Sea Scouts' Biannual Report
- Annual Review of Vessel Use List - 2025
- Form 700 Filing (due by 3/31 each year)

### April-June

- Election Resolutions
- Biennial Update to Conflict-of-Interest Code
- Dredge Report 2025-26

### July-September

- Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- Sea Scouts' Biannual Report

### October-December

- Mid Fiscal Year Review of CIP
- Review of CalPERS Actuarial Valuation Report
- Ethics Training Update (due by year-end)
- Biennial Anti-Harassment/Anti-Discrimination Training
- Port Commission Officers for 2027

## Committee Review Items

- Insurance Renewal Risk Assessment Report

## Future Calendar

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

### Key

- Pending
- In process
- ✓ Done

Updated 4/16/2025