



Regular Public Session of June 23, 2026

Santa Cruz Port Commission MINUTES

Commission Members Present:

Reed Geisreiter	Chair
Toby Goddard	Commissioner
Stephen Reed	Commissioner
Bill Lee	Commissioner

Commission Members Absent:

Robert DeWitt	Vice-chair
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REGULAR PUBLIC SESSION – 5:30 PM

Chair Geisreiter 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).

1. Pledge of Allegiance
2. Oral Communication

Audience member Rachael Spencer expressed concerns regarding reported water quality results for the north harbor and potential health risks to harbor users. She requested that the District evaluate the reported information, identify potential sources of contamination, and consider possible mitigation measures.

A brief discussion followed regarding the source and methodology of the reported sampling data, potential contributors to water quality conditions, and the District's existing efforts to identify and address potential pollution sources, including dye tablet testing for liveaboard vessels and the availability of sewage pump-out facilities for boaters.

CONSENT AGENDA

3. Approval of Minutes
 - a) Regular Public Meeting of May 26, 2026
4. Approval of Sublease Agreement – 2222 East Cliff Drive, Suite 208 (Subtenant: J. Shedd)

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Lee, to approve consent agenda items 3 and 4.
- *Motion carried. Vice-chair DeWitt ABSENT.*

REGULAR AGENDA

5. Approval of Revisions to the Port District's Purchasing Policy

Discussion: Port Director MacLaurie presented proposed revisions to the District's purchasing policy and noted that the policy had not been substantially updated since 2011.

She stated that the proposed revisions modernize purchasing procedures, increase purchasing authority thresholds to better reflect current construction costs and inflation, clarify emergency purchasing procedures, and update references to public works contracting requirements. She stated that the policy would increase the Port Director's purchasing authority from \$25,000 to \$50,000, department head authority from \$5,000 to \$8,000, and purchasing staff authority from \$2,000 to \$5,000.

Commissioner Goddard expressed support for the purchasing policy revisions and proposed the following language amendments:

- Title: Emergencies – Number: 1040.1
Clarify that bidding procedures are temporarily dispensed with in the case of a declared emergency and note that normal purchasing procedures resume when the emergency has expired.
- Title: Bid Procedures and Limits – Number: 2000
Clarify that project work refers to public works projects performed by contractors under public contract code provisions.

Port Director MacLaurie stated that, following approval of the purchasing policy revisions, staff will return at the next regular meeting with proposed amendments to Ordinance No. 108 to align the ordinance with the revised purchasing authority limits and request Commission authorization to advertise the proposed ordinance amendments in accordance with the Harbors and Navigation Code.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Reed, to approve revisions to the Port District's purchasing policy, incorporating the proposed language amendments.
- *Motion carried. Vice-chair DeWitt ABSENT.*

6. Public Hearing to Approve Resolution 26-03, Adopting a Conflict-of-Interest Code

Discussion: Port Director MacLaurie stated that there were no amendments to the District's Conflict-of-Interest Code and recommended approval of Resolution 26-03.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Lee, to approve Resolution 26-03, adopting a conflict-of-interest code.
- *Motion carried. Vice-chair DeWitt ABSENT.*

7. Approval of Cash/Payroll Disbursements – May 2026

Discussion: Commissioner Goddard noted that the newly adopted accounts payable system sends individual checks for each invoice, and proposed that staff work with Santa Cruz Municipal Utilities to consolidate the District's multiple accounts into one bill to reduce the number of checks sent.

In response to a question posed by Commissioner Goddard, staff provided additional information on the following warrant:

- Warrant # 11202 – West Jetty Warning Signage
Staff confirmed that the revised West Jetty warning sign, which incorporates the original design, has been installed and was approved by the U.S. Army Corps of Engineers.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Reed, to approve cash and payroll disbursements for May 2026, in the amount of \$1,945,496.37.

- *Motion carried. Vice-chair DeWitt ABSENT.*

INFORMATION

8. Port Director's Report

Port Director MacLaurie stated that meetings continue with federal representatives regarding FY27 appropriations and noted that the District's lobbyist anticipates that the Senate's Energy and Water Appropriations bills will be reviewed soon.

In response to a question posed by Commissioner Goddard, Port Director MacLaurie stated that she will have more information regarding what types of offshore energy development and infrastructure are included in the Bureau of Ocean Energy Management's study following a meeting scheduled with them later in the week.

Commissioner Lee expressed appreciation for the District's Tier 1 Determination Request approval.

9. Harbormaster's Report

Harbormaster Anderson stated that the G and X Dock Replacement Project is underway and the project has required significant staff coordination to support the contractor and maintain harbor operations. He stated that approximately ten slips have been completed and that boats will begin returning to those slips in the coming days as work progresses into the next phase of construction.

In response to a question posed by Chair Geisreiter, Harbormaster Anderson stated that implementation of the ParkMobile parking system will begin with the installation of approximately 130 new parking signs, followed by the removal of existing coin-based parking meters as each zone becomes operational.

In response to a question posed by Chair Geisreiter regarding vessel insurance reporting, staff confirmed that the information will be included in the upcoming July 2026 Harbormaster Report.

10. Facilities Maintenance & Engineering Manager's Report

Port Director MacLaurie stated that preparations continue for the District's dredge haulout project and noted that weekly coordination meetings with the contractor remain ongoing, with haulout scheduled for July 7 and 8, 2026. She stated that materials required for sandblasting and painting have been delivered and that public outreach efforts, including notices regarding the temporary launch ramp closure, have been initiated and are ongoing.

11. Murray Street Bridge Seismic Retrofit & Barrier Replacement Project Update

Port Director MacLaurie stated that pile driving activities associated with the Murray Street Bridge construction are anticipated to begin later in the week and clarified that separate biological monitors are present for both the City's bridge project as well as the District's G & X Dock Replacement Project.

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

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

13. Delinquent Account Reporting

In response to a question posed by Chair Geisreiter, Port Director MacLaurie stated that fluctuations in accounts receivable balances are typical. She noted that the aging report presented in the packet was generated on June 15, 2026, prior to the June 20, 2026, payment due date.

14. Harbor Patrol Incident Response Report – May 2026 (*There was no discussion on this agenda item*)

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

Chair Geisreiter adjourned the regular public session at 6:04 PM.

Reed Geisreiter, Chair



TO: Port Commission

FROM: Renee Ghisletta, Administrative Services Officer

DATE: July 14, 2026

SUBJECT: Approval of Month-to-Month Rental Agreement for 333 Lake Avenue, Suite D & G
(Tenant: Call Me Ishmael, LLC)

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

BACKGROUND

The Port District solicited bids for the office space located at 333 Lake Avenue, Suite D & G, following notice from the previous tenant of their intent to vacate the premises effective July 31, 2026.

The prospective tenant, Logan Smalley, is the director and cofounder of Call Me Ishmael, LLC, a literary media and publishing business. Mr. Smalley has been subleasing 333 Lake Avenue, Suite D since July 2024 and proposes to continue to utilize the premises as office space for Call Me Ishmael, LLC.

Mr. Smalley is prepared to take over the premises beginning August 1, 2026, with terms as outlined below.

ANALYSIS

Terms of lease: Month-to-Month
Tenant: Call Me Ishmael, LLC (Logan Smalley)
Space: 333 Lake Avenue, Suite D & G (459 SF)
Rent: \$1,395.36 mo. (\$3.04/SF) – Adjusted annually by CPI
Use: Office Space
Insurance: \$1 million with Santa Cruz Port District named as additional insured

IMPACT ON PORT DISTRICT RESOURCES

Approval of this lease will generate approximately \$16,744.32 per year in concession income.

ATTACHMENTS: A. Rental Agreement – 333 Lake Avenue, Suite D & 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:	<u>August 1, 2026</u>	Term:	<u>Month to Month</u>
Tenant:	<u>Call Me Ishmael, LLC (Logan Smalley)</u>		
Property:	<u>333 Lake Avenue, Suite D & G, Santa Cruz, CA 95062</u>		
Premises:	<u>Office Space (approx. 459 SF)</u>		

	<i>Fixed Minimum</i>	<i>Time Period</i>	<i>Percentage Rent</i>	<i>Based On</i>
Rent:	<u>\$1,395.36</u>	<u>per month</u>	<u>N/A</u>	<u>N/A</u>
Rent Payable:	<u>Monthly</u>	on: <u>the 1st</u>	starting: <u>August 1, 2026</u>	
Rent Adjusted:	<u>annually</u>	on: <u>April 1</u>	based on: <u>SF Bay Area CPI</u>	
Deposit:	<u>\$1,395.36</u>	paid: _____		
Use:	<u>Office Space</u>			

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

Notice Addresses:	<i>Landlord</i>	<i>Tenant</i>
	<u>Santa Cruz Port District</u>	<u>Call Me Ishmael, LLC</u>
	<u>Attn: Port Director</u>	<u>Attn: Logan Smalley</u>
	<u>135 5th Avenue</u>	<u>121 Harbor Beach Court</u>
	<u>Santa Cruz, CA 95062</u>	<u>Santa Cruz, CA 95062</u>

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

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

4. Rent.

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

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

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

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

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

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

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, license, or transfer the Premises or any part thereof, or this agreement or any rights or obligations hereunder, or grant any permit to any person(s) to use the Premises for any purpose not expressly stated within this Lease without Landlord's written consent.

(b) Permitted Assignments, Subleases and Licenses. Tenant shall be entitled to sublease or assign its interest in this Lease provided it first obtains Landlord's written consent in accordance with Section 13(a), which shall not unreasonably be withheld. In this connection, Tenant must demonstrate to Landlord's reasonable satisfaction that the proposed transferee, subtenant or licensee is financially creditworthy, has sufficient business experience, and will operate a business of suitable type and quality that Landlord determines is consistent with the permitted uses under this Lease and with the mix of businesses in the harbor and in a manner that supports the good reputation and image of Port District businesses as determined by Landlord. No assignment, sublease or license respecting all or any portion of the Premises shall operate to release Tenant or any guarantor of its obligations hereunder, from liability for full performance of Tenant's obligations hereunder subsequent to the date of any assignment or sublease.

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

(2) Sublease Rents or License Payments. Except for a permitted assignment,

sublease or license, if Tenant shall enter into an assignment, sublease or license "Transfer" hereunder,

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

(ii) Tenant shall pay to Landlord fifty percent (50%) of any "Sublease Rents and License Payments" (as hereinafter defined). In the event of a Transfer, "Sublease Rents and License Payments" shall mean all rent, additional rent or other consideration payable by such subtenant to Tenant or on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less the reasonable costs actually incurred by Tenant to secure the sublease. In the event of any Transfer other than a subletting, "Sublease Rents and License Payments" shall mean any consideration paid by the assignee to Tenant in connection with such Transfer which Landlord reasonably determines is allocable to the leasehold value of this Lease, less the reasonable costs actually incurred by Tenant to secure the Transfer. Sublease Rents and License Payments shall be due and payable monthly in advance in accordance with Section 5 (d) of this Lease and shall be subject to delinquent fees in accordance with Section 5 (e). If part of the "Sublease Rents and License Payments" shall be payable by the transferee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

(c) 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

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

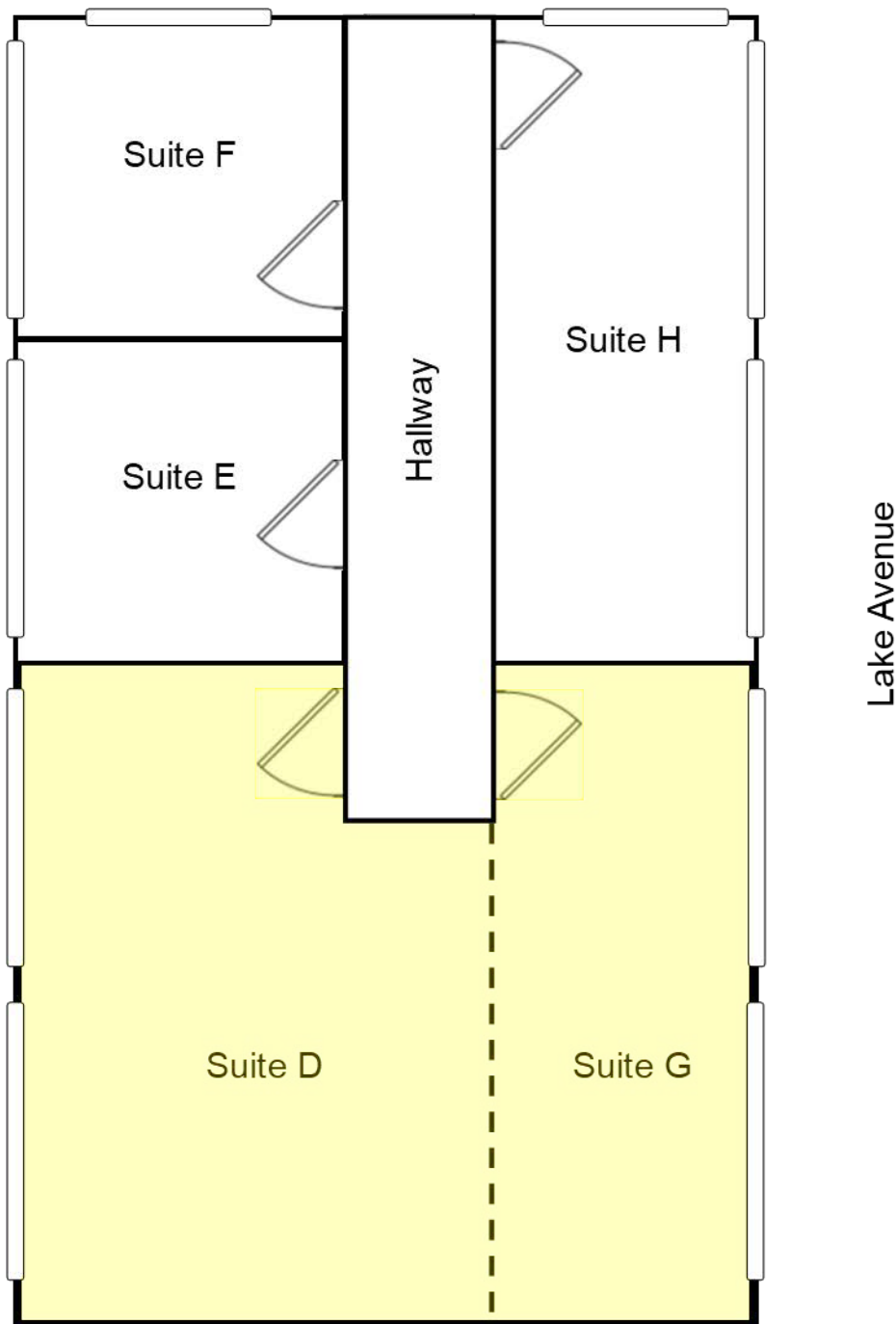
"TENANT"

CALL ME ISHMAEL
a limited liability company

By  _____
Logan Smalley
Principal

EXHIBIT 'A'
PREMISE MAP

333 Lake Avenue (second floor)



NOT TO SCALE

EXHIBIT 'B'
GUARANTY OF LEASE

1. In consideration of the execution of the attached Rental Agreement effective August 1, 2026, by and between Santa Cruz Port District, a California Special District ("Landlord") and Call Me Ishmael, a Limited Liability Company, ("Tenant") for the premises known as 333 Lake Avenue, Suites D & 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:



Logan Smalley
as Principal of Call Me Ishmael, LLC

7.22.26

Date



TO: Port Commission

FROM: Renee Ghisletta, Administrative Services Officer

DATE: July 14, 2026

SUBJECT: Approval of Month-to-Month Rental Agreement for 2222 East Cliff Drive, Suite 200
(Tenant: Chris Buich, dba State Farm Insurance Agency)

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

BACKGROUND

Chris Buich, dba State Farm Insurance Agency, has subleased the office space located at 2222 East Cliff Drive, Suite 200, from O'Neill Sea Odyssey (OSO) since August 2010.

Effective June 1, 2022, under a new Amended and Restated Lease with OSO, the Port District assumed control of all second-story suites, including Mr. Buich's sublease, which expires on July 31, 2026.

Mr. Buich wishes to execute a new month-to-month rental agreement with the Santa Cruz Port District effective August 1, 2026, with terms as outlined below.

ANALYSIS

Terms of lease:	Month-to-Month
Tenant:	Chris Buich, an individual dba State Farm Insurance Agency
Space:	2222 East Cliff Drive, Suite 200 (616 SF)
Rent:	\$3,286.35 mo. (\$5.33/SF) – Adjusted annually by CPI
Use:	Office Space
Insurance:	\$1 million with Santa Cruz Port District named as additional insured

IMPACT ON PORT DISTRICT RESOURCES

Approval of this lease will generate approximately \$39,436.20 per year in concession income.

ATTACHMENTS: A. Rental Agreement – 2222 East Cliff Drive, Suite 200

**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:	<u>July 13, 2026</u>	Term:	<u>Month to Month</u>
Tenant:	<u>Chris Buich, an individual dba State Farm Insurance Agency</u>		
Property:	<u>2222 East Cliff Drive, Suite 200, Santa Cruz, CA 95062</u>		
Premises:	<u>Office Space (approx. 616 SF)</u>		

	<u>Fixed Minimum</u>	<u>Time Period</u>	<u>Percentage Rent</u>	<u>Based On</u>
Rent:	<u>\$3,286.35</u>	<u>per month</u>	<u>N/A</u>	<u>N/A</u>
Rent Payable:	<u>Monthly</u>	on: <u>the 1st</u>	starting:	<u>August 1, 2026</u>
Rent Adjusted:	<u>annually</u>	on: <u>April 1</u>	based on:	<u>SF Bay Area CPI</u>
Deposit:	<u>N/A</u>	paid:	<u>\$1,975.00</u>	
Use:	<u>Office Space</u>			

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

Notice Addresses:	<u>Landlord</u>	<u>Tenant</u>
	<u>Santa Cruz Port District</u>	<u>Chris Buich, dba State Farm Insurance Agency</u>
	<u>Attn: Port Director</u>	<u>2222 East Cliff Drive, Suite 200</u>
	<u>135 5th Avenue</u>	<u>Santa Cruz, CA 95062</u>
	<u>Santa Cruz, CA 95062</u>	<u>chris.buich.rfsh@statefarm.com</u>

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

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

4. Rent.

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

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

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

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

5. Use.

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

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

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

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

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

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

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

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

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

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

7. Construction of Improvements.

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

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

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

8. Taxes and Assessments.

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

10. Indemnification.

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

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

11. Maintenance and Repairs.

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

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

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

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

13. Assignment and Subletting.

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

(b) Permitted Assignments, Subleases and Licenses. Tenant shall be entitled to sublease or assign its interest in this Lease provided it first obtains Landlord's written consent in accordance with Section 13(a), which shall not unreasonably be withheld. In this connection, Tenant must demonstrate to Landlord's reasonable satisfaction that the proposed transferee, subtenant or licensee is financially creditworthy, has sufficient business experience, and will operate a business of suitable type and quality that Landlord determines is consistent with the permitted uses under this Lease and with the mix of businesses in the harbor and in a manner that supports the good reputation and image of Port District businesses as determined by Landlord. No assignment, sublease or license respecting all or any portion of the Premises shall operate to release Tenant or any guarantor of its obligations hereunder, from liability for full performance of Tenant's obligations hereunder subsequent to the date of any assignment or sublease.

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

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

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

(ii) Tenant shall pay to Landlord fifty percent (50%) of any "Sublease Rents and License Payments" (as hereinafter defined). In the event of a Transfer, "Sublease Rents and License Payments" shall mean all rent, additional rent or other consideration payable by such subtenant to Tenant or on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less the reasonable costs actually incurred by Tenant to secure the sublease. In the event of any Transfer other than a subletting, "Sublease Rents and License Payments" shall mean any consideration paid by the assignee to Tenant in connection with such Transfer which Landlord reasonably determines is allocable to the leasehold value of this Lease, less the reasonable costs actually incurred by Tenant to secure the Transfer. Sublease Rents and License Payments shall be due and payable monthly in advance in accordance with Section 5 (d) of this Lease and shall be subject to delinquent fees in accordance with Section 5 (e). If part of the "Sublease Rents and License Payments" shall be payable by the transferee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

(c) 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"

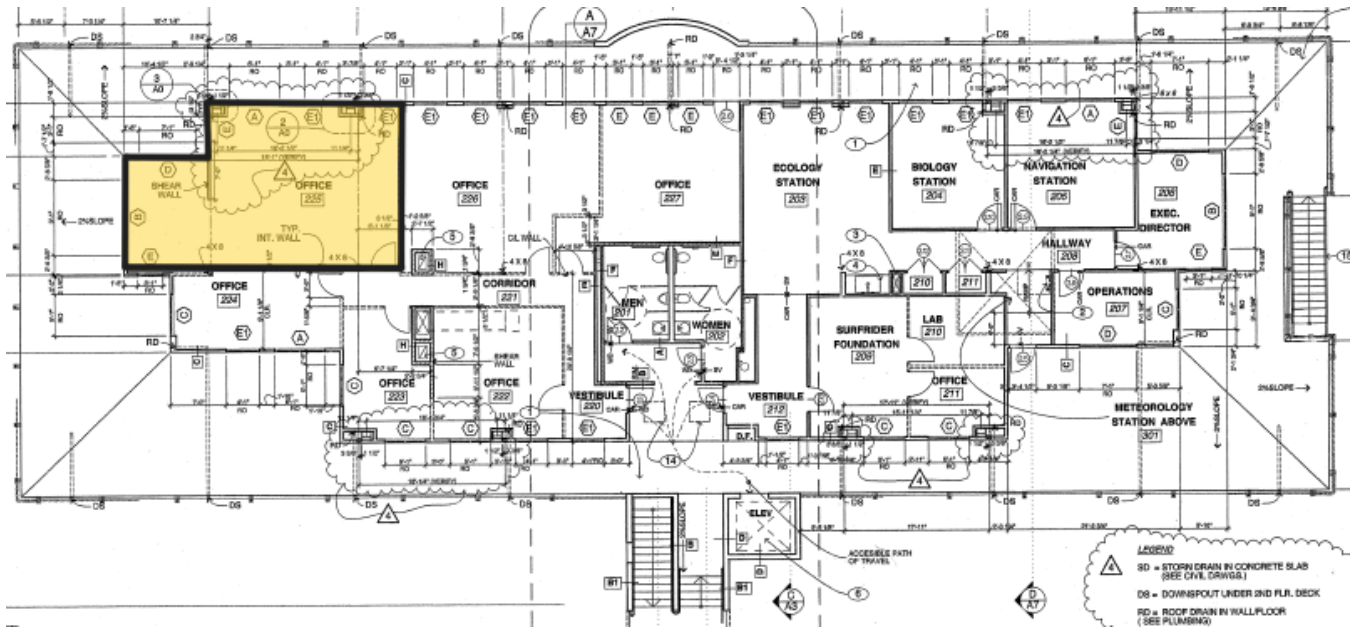
Chris Buich, an individual dba as State Farm
Insurance Agency

By  _____
Chris Buich
Principal

EXHIBIT 'A'

PREMISE MAP

2222 East Cliff Drive, Suite 200
(Second Floor)



NOT TO SCALE

Santa Cruz Port District
Resolution 26-04
July 28, 2026

ON THE MOTION OF _____

SECONDED BY _____

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

SANTA CRUZ PORT DISTRICT

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

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

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

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

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

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

WHEREAS, pursuant to Elections Code Section 10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with

the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section 1302 or 1303, as applicable.

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

WHEREAS, various district, county, state, and other political subdivision elections may be or have been called to be held on November 3, 2026;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE governing body of the Santa Cruz Port District hereby orders an election be called and consolidated with any and all elections also called to be held on November 3, 2026, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Santa Cruz Port District and requests the Board of Supervisors of the County of Santa Cruz to order such consolidation under Elections Code Section 10401, 10403 and 10418.

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

BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Elections Department conduct the election for the following offices on the November 3, 2026, ballot:

SEATS OPEN	OFFICE	TERM	DIST/DIV (if app.)
1 seat	Santa Cruz Port Commission	4-year term	Division 4
1 seat	Santa Cruz Port Commission	4-year term	Division 5

PASSED AND ADOPTED, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Reed Geisreiter, Chair
Santa Cruz Port Commission

ATTESTED:

Signature (District Secretary)

July 28, 2026

Contact Information/Incumbent Roster

Name of District: Santa Cruz Port District

Contact Person: Holland MacLaurie, Port Director

Mailing Address: 135 5th Avenue, Santa Cruz, CA 95062

Telephone: (831) 475-6161

Fax: (831) 475-9558

Email: scpd@santacruzharbor.org

Website: www.santacruzharbor.org

<u>Incumbents' Name/Address</u>	<u>Date Elected/Appointed</u>	<u>Term of Office</u>
Stephen Reed	November 2024	4 years
Bill Lee	November 2024	4 years
Robert DeWitt	November 2024	4 years
Toby Goddard	November 2022	4 years
Reed Geisreiter	November 2022	4 years

Administrative Calendar

Jurisdictions Consolidating Elections with the November 3, 2026 Election

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

Please call 831-454-2060 or email info@votescount.santacruzcountyca.gov if you have any questions or comments or visit our website at <https://votescount.santacruzcountyca.gov/> Thank you.

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

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

Jun 29 – July 13 (E-127 to E-113)	Cities Publish Election Notice Between these dates, any city that is consolidating an election with the November general will publish a Notice of Election one time in a newspaper of general circulation stating: • The date and polling hours of the election. • Any offices to be filled and any measure to be voted on, including a synopsis of each measure. §§ 12101, 12111
July 1 (E-125)	Boundary Changes Last day for districts holding their elections in November to make boundary changes to be filed with the County Clerk by July 1. § 12262
July 1 (E-125)	Special Districts & Cities Deliver Notice of Election to County Clerk Last day for district secretaries and City Clerks to deliver Notice of Election listing the elective offices to be filled and any measure (if known at the time) to be voted on and to deliver a map of the District or City to the Elections Department. Cities and special districts should include in the notice how a tie vote will be resolved. §§ 10509, 10522, 10524, 10551, 15651
July 3 (E-123)	County Holiday – Office Closed
July 6 – Aug 5 (E-120 to E-90)	Notice of Election Between these dates the County Clerk will publish a Notice of Election containing the date of the election, the offices to be filled, where nomination papers are available, and the deadline for filing Declarations of Candidacy. Notice of central counting place may be combined with this notice. §§ 12109, 12112

July 13 – Aug 7 (E-113 to E-88)	Candidate Nomination Period Candidates obtain and file their Declaration of Candidacy for special district boards, and, if applicable, file Candidate’s Statement of Qualifications. Forms are obtained from and filed with the county Elections Department. §§ 10510, 13307, 13311
July 31 Date fixed by Law	Semiannual Campaign Statement Semiannual campaign statements are due, if required, by all candidates and committees. For the period ending 6/30/2026. Gov. Code §§ 84200, 84218
Aug 5 – Nov 3 (E-90 - E)	24-hour Contribution Reports During the 90 days immediately preceding an election and including Election Day, the following contributions that total in the aggregate of \$1,000 or more must be reported within 24 hours to the county elections official. File by fax, guaranteed overnight delivery service, personal delivery, or online if available. Gov Code §§ 82036, 84203, 84203.3
Aug 5 – Nov 3 (E-90 - E)	24-hour Independent Expenditure Reports During the 90 days immediately preceding an election and including Election Day, all candidates and committees that make an independent expenditure of \$1,000 or more to support or oppose a single candidate for elective state or local office or a single state or local ballot measure must report the expenditure within 24 hours to the Secretary of State’s Office or county elections official, whomever receives the campaign statements. • 496: File if independent expenditures of \$1,000 or more are made in the 90-day, 24-hour reporting period of the candidate’s or measure’s election. Refer to the applicable filing schedule. This form is filed with the filing officer in the jurisdiction of the affected candidate or measure. • 462: Campaign committees that make independent expenditures of \$1,000 or more must verify that the expenditures are, in fact, not coordinated with the relevant candidate or ballot measure committee and that the committee is reporting all contributions and reimbursements. This verification form must be emailed to the FPPC within 10 days. File 496 with the appropriate filing officer by personal delivery, e-mail, guaranteed overnight service, fax or online, if available. Regular mail may not be used. File 462 by email to form462@fppc.ca.gov Gov Code §§ 82036.5, 84204, 85500, 85501, 85505

Aug 7 (E-88)	Last Day to Submit Resolutions of Consolidation Final deadline for the governing body of a district, city, school or other political subdivision which requests consolidation of a local election for candidates and/or measures to file the request with the county Elections Department. Earlier filing dates are encouraged to meet printing schedule. Whenever resolutions calling for a measure to be placed on the ballot are filed, immediately after that filing date there will be a 10-day public inspection period. Documents will be on public display at the Elections Department, 701 Ocean St., Room 310, Santa Cruz. During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all the materials to be amended or deleted. § 9380, 10401, 10402, 10403 Last Day to file a Declaration of Candidacy for the November 3, 2026 election. § 10510
Aug 7 (E-88)	Deadline for Filing Tax Rate Statement for Bond Measures Last day to file Tax Rate Statement for any bond measure appearing on the November ballot. § 9401
Aug 8 – 12 (E-87 to E-83)	Candidate filing extension If the incumbent does not file by 5 pm on August 7 or is filed but then is withdrawn before 5 pm on the 88th day before the election, there is a 5-day filing extension for anyone other than the incumbent to file for office. The extension does not apply when there is no incumbent to be elected. This occurs when there is a vacant seat or a termed-out incumbent. § 10516
Aug 12 (E-83)	Insufficient Number of Nominees Special Districts: If by 5 pm on this day, no one has filed candidacy papers or an insufficient number of persons has filed candidacy papers to fill an office or offices, and a petition signed by 10% or 50 voters (whichever is the smaller number) has not been submitted, the elections official shall certify this fact to the Board of Supervisors. A person who has filed a Declaration of Candidacy shall be appointed by the Board of Supervisors at a regular or special meeting held prior to the Monday before the first Friday in December. If no one filed, another qualified person shall be appointed by the Board of Supervisors on or before November 3, 2026 and shall take office and serve as if elected. § 10515

Aug 12 (E-83)	Insufficient Number of Nominees Schools/County Boards of Education: If by 5pm on this day, only one person has been nominated or there are no nominees for the office(s) to be filled or in the case of members elected at large or by trustee areas, there are fewer than the number to be elected, and no petition is signed by 10% or 50 voters (whichever is the smaller number), an appointment will be made. The qualified person nominated shall be seated at the organizational meeting of the board, or, if an insufficient number is nominated, the governing board shall appoint as necessary at a meeting prior to Election Day. Persons so appointed shall be seated at the organizational meeting as if they had been elected. In the event no one is nominated, the governing board shall publish a notice one time in a newspaper of general circulation in the district stating the board intends to make an appointment and informing the public how to apply for the office. Ed. Code §§ 5326, 5328, 5328.5
Aug 13, 11am (E-82)	Randomized Alphabet Drawing The Secretary of State shall conduct the randomized alphabet drawing to determine the order in which the candidates will appear on the November ballot. § 13112
Aug 13 (E-82)	Deadline to File Arguments, Analyses for Measures Arguments for or against any local measure called for the November 3, 2026 election are due by 5 pm. Arguments and analyses are public after the 5 pm deadline. (Department Policy) §§ 9163, 9316 County Counsel to submit analysis for county and school/special district measures. §§ 9160, 9313 City attorney to submit analysis of city measures. § 9280 County Auditor, if previously directed by the Board of Supervisors, to submit fiscal analysis of measures. § 9160
Aug 14 – 23 (E-81 to E-72)	10-day Public Inspection for Arguments and Analyses Documents will be on public display at the Elections Department, 701 Ocean St., Room 310, Santa Cruz. During the 10-calendar-day public examination period provided by this section, any voter of the jurisdiction in which the election is being held, or the county elections official, himself or herself, may seek a writ of mandate or an injunction requiring any or all the materials to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period. § 9190

Aug 20 (E-75)	Deadline for Filing Rebuttals to Measures On this date Rebuttal Arguments will be due by 5 pm. §§ 9167, 9317 Rebuttals are public after the 5 pm deadline. (Department policy)
Aug 21 – Aug 30 (E-74 to E-65)	10-day (calendar days) Public Inspection for Rebuttals Documents will be on public display at the Elections Department, 701 Ocean St., Room 310, Santa Cruz. During this period, any voter of the jurisdiction or the county elections official may seek a writ of mandate or an injunction requiring any or all the materials to be amended or deleted. §§ 9190, 9380
Aug 27 (E-68)	Certified List of Candidates – Federal and State Offices Last day for the Secretary of State to send to each elections official a list showing the name, party preference, and ballot designation of every person who has been nominated as a candidate for public office and is entitled to receive votes within the county at the general election. § 8148
Aug 27 (E-68)	Randomized List from Secretary of State By this day, the SOS shall provide to elections officials a list of candidates for each county arranged according to the randomized alphabet drawn on August 13, 2026. § 8148
Sept 7 (E-57)	County Holiday – Office Closed
Sept 4 (E-60)	Military or Overseas Vote-by-Mail Ballot Applications On this day, the county elections official may process applications for military or overseas voter ballots. Any applications received by the county elections official prior to this day shall be kept and processed on or after this date. If the applicant is not a resident of the county to which he or she has applied, the elections official receiving the application shall forward it immediately to the proper county. A request for a vote-by-mail ballot from a military or overseas voter will be deemed an affidavit of registration. §§ 300(b), 3102, 3105

Sept 7 – Oct 20 (E-57 to E-14)	Statement of Write-in Candidacy and Nomination Papers for local offices only During this period, write-in candidates must file their Statement of Write-in Candidacy and Nomination Papers with the county elections official. Write-in candidates are allowed for county offices, schools, city, and special districts. Statewide offices, Board of Equalization, U.S. Representative, and State Assembly do not allow write-in candidates on the November ballot. §§ 8600, 8601, 8606
Sept 24 (E-40)	First Pre-Election Statement Last day to file campaign statements for candidates and committees covering the period from July 1, 2026 to September 19, 2026. Gov. Code §§ 84200.5, 84200.8(a)
Sept 29 – Oct. 13 (E-35 to E-21)	Counties Mail County Voter Information Guide Between these dates the county elections official shall mail a Sample Ballot and County Voter Information Guide to each registered voter. §§ 13303, 13304
Oct 5 (E-29)	Last Day to Register to Vote to Ensure Receipt of County Voter Information Guide Voter registration cards received by this date (postmark NOT ACCEPTABLE) will be added to the rolls and the voters will receive a County Voter Information Guide. The voters who submit cards after this date will NOT receive a County Voter Information Guide, only a notice advising the late registrant where to vote and that they can view the County Voter Information Guide online. §§ 9094, 13303
Oct 5 (E-29)	Vote-by-Mail Ballots mailed to all voters All active registered voters will receive a ballot in the mail. Voters can vote in-person or obtain a replacement ballot from the County Elections Office, the South County Government Center and Watsonville City Hall. §§ 3001, 3003
Oct 5 (E-29)	Ballot Dropoff Locations Open County ballot drop-off locations open to receive ballots. All locations are to be open at least during regular business hours, with one open at least 12 hours per day. § 4005(1)(B)
Oct 12 (E-22)	County Holiday – Office Closed

Oct 19 (E-15)	15-day Voter Registration Last day to register to vote in the general election. The Voter Registration Form shall be mailed (postmarked by this date), received online by midnight, or delivered to the county elections official by this date and is effective upon receipt. The Voter Registration Form may also be submitted by this date to the Secretary of State, Department of Motor Vehicles, or any National Voter Registration Act designated agency. Persons will also be registered to vote when they apply for a driver's license or state identification card or provide a change of address. 52 U.S.C. § 20301; §§ 321, 2102 Last day for military or overseas voters to register to vote. A request for a vote-by-mail ballot from a military or overseas voter, if postmarked on or before this date, will be deemed an affidavit of registration and an application for permanent vote-by-mail status. When a county elections official receives and approves a registration application from a military or overseas voter, the official must provide that voter with a vote-by-mail ballot for each subsequent election for federal office in the state unless the voter fails to vote in four consecutive statewide general elections. § 3102(e)
Oct 20 – Nov. 3 (E-14 to E)	Same Day Voter Registration Voters may register and vote on a provisional ballot during the 14 days prior to the election, including Election Day. Same Day Voter Registration will be provided at all permanent and at satellite offices and polling places. § 2170
Oct 22 (E-12)	Second Pre-Election Statement The last day to file campaign statements for candidates and committees covering the period from September 20, 2026 to October 17, 2026. Gov. Code §§ 84200.5, 84200.8(b)
Oct 24 (E-10)	Notice of Central Counting Place Last day for county elections official to publish the notice that the general election ballots will be counted at a specified public place. The notice shall be published one time in a newspaper of general circulation in the county. § 12109
Oct 31 Date fixed by Law	Quarterly Statements by Ballot Measure Committees All committees primarily formed to support or oppose the qualification, passage or defeat of a ballot measure must file quarterly campaign statements for the period July 1 through Sept. 30 during any semiannual period in which the measure is not being voted upon. Following the election, such committees are only required to file semiannual statements unless they make contributions or expenditures to qualify, support or oppose other measures, in which case they would have an ongoing duty to file quarterly statements. Gov. Code § 84202.3

Oct 24 – Nov. 3 (E-10 to E)	11-day Vote Center Polling Locations Open Vote Centers open for this period are available for 8 hours each day prior to Election Day, and normal polling hours on Election Day. Locations will be posted by October 5 on https://votescount.santacruzcountyca.gov/ § 4005
Oct 30 (E-4)	3rd Pre-Election Statement by County Ordinance The last day for county candidates to file their disclosure statement for the period 10/18/2026 to 10/29/2026. Santa Cruz County Code § 8.04.080(2)c
Oct 31 – Nov 3 (E-3 to E)	4-day Vote Center Polling Locations Open Vote Centers are available for 8 hours each day prior to Election Day, and normal polling hours on Election Day. Locations will be posted by October 5 on www.votescount.santacruzcountyca.gov § 4005
Nov 3 (E)	General Election Day Polls open at 7am and close at 8pm §§ 1000, 14212
Nov 3, 8 pm (E)	Semifinal Official Canvass Beginning at 8pm and continuously until completed, the county elections official shall conduct the semifinal official canvass of votes and report totals to the Secretary of State at least every two hours. §§ 15150, 15151
Nov 5 – Dec 1 (E+2 – E+28)	Official Canvass The official canvass of precinct returns is to be completed during this time. §§ 15301, 15372
Nov 11 (E+8)	County Holiday – Office Closed
Nov 10 (E+7)	Vote-by-Mail Ballots Returned Via Post Office - Deadline Vote-by-mail ballots that are postmarked on or before Election Day or are time stamped or date stamped by a bona fide private mail delivery company on or before Election Day and received by the county elections official within 7 days after the election shall be considered received on time. If the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope must be signed and dated by the voter pursuant to Section 3011 on or before Election Day to be considered received on time. § 3020 *Subject to change pending Supreme Court Ruling expected June/July 2026.

Nov 17 (E+14)	Board of Supervisors to Appoint Candidates In-Lieu of Election Candidates who filed a Declaration of Candidacy shall be appointed by the Board of Supervisors at a regular or special meeting held prior to the first Monday before the first Friday in December. This is the last regularly scheduled board meeting before this statutory deadline. § 10515
Nov 26 – 27	County Holiday – Office Closed
Nov 29 (E+26)	Last day to cure an unsigned signature on Vote By Mail envelope.
Dec 1 (E+28)	Statement of Vote to Board of Supervisors – Certificates of Election Prepared The elections official shall prepare a certified statement of the results of the election and submit it to the Board of Supervisors. The Board of Supervisors shall declare the winners for each office and the results of each measure under its jurisdiction. The county elections official shall make and deliver to each person elected a certificate of election. § 10551
Dec 4 (E+31)	Assuming Office – Special Districts Officers declared elected or appointed take office on this date at noon after having taken the oath or posted any bond required by the principal act. § 10554
Dec 11 (E+38)	Assuming Office – School, Community College District, and Board of Education Each person elected, or appointed in lieu of election, to the school board takes office on this date. Each person elected at a regular biennial governing board election shall hold office for a term of four years commencing on the second Friday in December next succeeding their election. Education Code § 5017
5 days after canvass	Recount May Be Requested Within five (5) calendar days after the completion of the official canvass, any voter may request a recount by filing a written request with the Elections official and specifying that candidates and/or measures are to be recounted. The request may specify the order of the precincts for the recount, and the petitioning voter shall, before commencement of each day's recount, deposit such sum as the official requires to cover costs (approximately \$500 per day). "Completion of the canvass" shall be presumed to be the time when the elections official signs the certified Statement of Vote. §§ 15620 – 15634

Varies between 10 days to 6 months following the certification of the vote	Contesting Election Any elector of a county, city, or of any political subdivision of either may contest any election held therein for any of the following causes: a) That the precinct board or any member thereof was guilty of malconduct. b) That the person who has been declared elected to an office was not, at the time of the election, eligible to that office. c) That the defendant has given to any elector or member of a precinct board any bribe or reward, or has offered any bribe or reward for the purpose of procuring his election, or has committed any other offense against the elective franchise defined in Division 18 (commencing with Section 18000). d) That illegal votes were cast. e) That eligible voters who attempted to vote in accordance with the laws of the state were denied their right to vote. f) That the precinct board in conducting the election or in canvassing the returns, made errors sufficient to change the result of the election as to any person who has been declared elected. g) That there was an error in the vote-counting programs or summation of ballot counts. § 16100 The contestant shall verify the statement of contest, as provided by Section 446 of the Code of Civil Procedure, and shall file it within the following times after the declaration of the result of the election by the body canvassing the returns thereof: a) In cases other than cases of a tie, where the contest is brought on any of the grounds mentioned in subdivision (c) of Section 16100, six months. b) In all cases of tie, 20 days. c) In cases involving presidential electors, 10 days. d) In all other cases, 30 days. § 16401
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Period Following Election	Document Retention Nomination documents and signatures in-lieu of filing fee petitions (if applicable) shall be held during the term of office for which they were filed and for four years after the expiration of the term. They may be destroyed as soon as practicable thereafter provided no legal action or proceeding is pending. Since the November 2026 election has federal offices on the ballot, precinct supplies and voted ballots must be preserved for 22 months following the election. If no legal action is pending at the time, the documents may be destroyed or recycled. Initiative, referendum and recall petitions must be preserved for eight months following certification of the election for which the petition qualified or eight months after final examination of the petition by the clerk. If no legal action or proceeding is then pending, the petitions may be destroyed as soon as practicable. Elections Code Division 17, commencing with § 17000
Feb 1, 2026 Date Fixed by Law	Semiannual Campaign Statement Last day to file semiannual campaign statements, if required, by all candidates and committees. Gov. Code §§ 84200, 84218



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: June 29, 2026

SUBJECT: Introduce Administrative Amendments to Port District Ordinance Sections 108, 401, and 412

Recommendation: Introduce administrative amendments to Port District Ordinance Sections 108, 401, and 412, and authorize legal advertisement of the proposed ordinance language in accordance with Harbors and Navigation Code Section 6309.2.

BACKGROUND

Periodic reviews of the Port District's Ordinance Code are conducted to ensure it remains consistent with current operational practices, organizational needs, evolving technologies, and industry best practices. As part of that ongoing effort, staff has identified several administrative ordinance amendments that are needed to improve operational efficiency, modernize outdated provisions, and better align the District's ordinances with current business practices.

The proposed ordinance amendments include the following:

- **Section 108 – Purchasing Authority**
At its regular public session on June 23, 2026, the Port Commission approved revisions to the Port District's Purchasing Policy, including an increase in the purchasing authority delegated to the Port Director from \$25,000 to \$50,000. The proposed amendment to Section 108 of the Ordinance Code will align the ordinance with the updated Purchasing Policy and ensure consistency between the District's governing documents.
- **Sections 401 and 412 – Parking Regulations**
Modernize the District's parking ordinances to reflect the transition from traditional parking meters to electronic parking management systems, including mobile payment applications. The proposed revisions remove obsolete references to parking meters and establish technology-neutral parking regulations that require payment and compliance regardless of the payment method utilized. This approach provides flexibility to implement future parking technologies without requiring additional ordinance amendments.

ANALYSIS

DRAFT ORDINANCE LANGUAGE

Collectively, the proposed amendments are administrative in nature and are intended to improve operational efficiency and ensure consistency between the District's governing documents.

Section 108 – Contracting

(a) Informal Bid Procedures

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

(b) Contractors List

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

(c) Notice Inviting Informal Bids

Where a public project is to be performed which is subject to the provisions of this ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 108 (b), and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission ("Commission") in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Port Director when soliciting bids, provided however:

- 1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by law.
- 2) If the project or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
- 3) Aware of Contracts. The Port Director is authorized to award informal contracts up to fifty thousand dollars (\$50,000) pursuant to this Section.

Section 401 – Parking Permits

It shall be unlawful to park motor vehicles upon Port District property, excepting in paid parking spaces or subject to a permit issued by the Harbormaster. Permits shall be non-transferable and limited to those vehicles capable of and actually used for transportation to and from the harbor on a daily basis. Trailers, inoperable automobiles or trucks, or vehicles not currently registered are not eligible for District parking permits.

Port District permits do not authorize long-term storage of vehicles, operable or not. Boaters who wish to store and not move a vehicle for more than 72 consecutive hours must apply to the Harbormaster for a special permit. Vehicles which are stored for more than 72 hours without a special permit will be in violation of this section.

Section 412 – Paid Parking

(a) Payment Required

No person shall park a vehicle in any parking space or area designated by the Port District as a paid parking area without paying the applicable parking fee and complying with the instructions established for that parking area, including payment through a pay station, mobile application, permit system, or other parking management method authorized by the Port District.

(b) Time Limits and Parking Restrictions

No operator of any vehicle shall permit said vehicle to remain parked in any parking space or area beyond the time purchased, beyond any posted time limitation, or otherwise in violation of posted parking regulations.

(c) Unlawful to Leave Vehicle Parked after Receipt of Parking Violation

No operator of any vehicle shall permit said vehicle to remain parked in any parking space or area after receipt of a violation/citation for exceeding the parking time limit.

(d) Improper Use of Parking Equipment

No person shall tamper with, damage, vandalize, impair, misuse, or interfere with any parking pay station, parking permit, mobile payment system, or other parking management device owned or utilized by the Port District.

(e) Parking Space Indicated

Where parking spaces are marked, every vehicle shall be parked entirely within the designated space markings. No person shall park a vehicle in a manner that occupies more than one marked space or otherwise fails to conform to the designated parking layout.

ADVERTISING

California Harbors and Navigation Code Section 6309.2 requires that before any ordinance may be amended or adopted, the ordinance shall be published in its entirety on three separate occasions in a newspaper of general circulation published within the district. Additionally, a notice of the date on which the board will meet for the purpose of adopting the ordinance must be included. The general public shall be allowed to appear at the meeting and be heard on the proposed ordinance. The ordinance shall become effective 30 days from and after the date of final passage.

IMPACT ON PORT DISTRICT RESOURCES

There are no impacts on Port District resources associated with review and authorization of the proposed ordinance language.

ATTACHMENTS: A. Ordinance Section 108 – Redlined
 B. Ordinance Section 401 – Redlined
 C. Ordinance Section 412 – Redlined

Santa Cruz Port District
Port District Ordinance – Section 108

SECTION 108 - Contracting

(a) Informal Bid Procedures

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

(b) Contractors List

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

(c) Notice Inviting Informal Bids

Where a public project is to be performed which is subject to the provisions of this ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 108 (b), and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission ("Commission") in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Port Director when soliciting bids, provided however:

1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by ~~law~~the Commission.

2) If the project or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

d) Award of Contracts. The Port Director is authorized to award informal contracts up to ~~twenty-five~~fifty thousand dollars (~~\$5025~~\$50,000.00) pursuant to this Section.

Santa Cruz Port District
Port District Ordinance – Section 401

SECTION 401 – Parking Permits

It shall be unlawful to park motor vehicles upon Port District property, excepting in ~~paid parking metered~~ spaces or subject to a merit issued by the Harbormaster. Permits shall be non-transferable and limited to those vehicles capable of and actually used for transportation to and from the harbor on a daily basis. Trailers, inoperable automobiles or trucks, or vehicles not currently registered are not eligible for District parking permits.

Port District permits do not authorize long-term storage of vehicles, operable or not. Boaters who wish to store and not move a vehicle for more than 72 consecutive hours must apply to the Harbormaster for a special permit. Vehicles which are stored for more than 72 hours without a special permit will be in violation of this section.

Santa Cruz Port District
Port District Ordinance – Section 412

SECTION 412 – Paid Parking Meters

(a) ~~Operational procedures to be followed:~~Payment Required:

No person shall park a vehicle in any parking space or area designated by the Port District as a paid parking area without paying the applicable parking fee and complying with the instructions established for that parking area, including payment through a pay station, mobile application, permit system, or other parking management method authorized by the Port District.

~~Immediately after occupancy of a parking meter space, the operator of a vehicle shall deposit a coin of the United States in said parking meter and, if necessary, turn a crank, knob or handle in accordance with the instruction posted on the face of the parking meter to activate the parking meter and indicate the parking time limit achieved by the coin deposited therein.~~

(b) ~~Unlawful to park after meter time has expired:~~Time Limits and Parking Restrictions:

~~No operator of any vehicle shall permit said vehicle to remain parked in any parking space or area beyond the time purchased, beyond any posted time limitation, or otherwise in violation of posted parking regulations, during any time that the meter is showing a signal indicating that such space is illegally in use other than such time immediately after the original occupancy as is necessary to operate the meter to show legal parking.~~

(c) ~~Unlawful to~~ L ~~leave~~ V ~~vehicle~~ P ~~arked~~ arked a ~~fter~~ R ~~ceipt~~ e ~~of~~ P ~~arking~~ M ~~eter~~ V ~~iolation~~ / C ~~itation:~~

~~No operator of any vehicle shall permit said vehicle to remain parked in any metered parking space or area after receipt of a violation/citation for exceeding the parking time limit, without again following the operational procedure described in Section 412(a).~~

~~Violation of this section will incur after the passage of the second time limit only of the metered parking space as recorded by the initial violation citation.~~

d) ~~Deposit of coins in meter by unauthorized person:~~

~~No person, other than the owner or operator of a vehicle shall deposit any coin in any parking meter without the knowledge or consent of said owner or operator of the vehicle using the parking space immediately adjacent to said meter.~~

(de) ~~Improper Use of~~ Parking Equipment~~meter:~~

~~No person shall tamper with, damage, vandalize, impair, misuse, or interfere with any deposit, or cause to be deposit, in any parking pay station, parking permit, mobile payment system, or other parking management device owned or utilized by the Port District. meter any defaced or bent coin, or any slug, device or metallic substitute for a coin of the United States or deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter.~~

(f) ~~Parking meters and parking standards not to be used for certain purposes:~~

~~No person shall attach anything to or allow a bicycle, newsrack, or any other article or thing to lean against a parking meter or a parking meter stand~~e) Parking S pace I ndicated:

Where parking spaces are marked, every vehicle shall be parked entirely within the designated space markings. No person shall park a vehicle in a manner that occupies more than one marked space or otherwise fails to conform to the designated parking layout. The Port District shall have lines or markings painted or placed upon the curb or street adjacent to each parking meter, designating the parking space for which said meter is to be used and each vehicle parked adjacent or next to any parking meter shall

~~park within the lines or markings so established. No person shall park any vehicle in such a position that the same shall not be entirely within the space designated by such lines or markings.~~



TO: Port Commission

FROM: Carl Wulf, Facilities Maintenance & Engineering Manager

DATE: July 14, 2026

SUBJECT: Award of Contract for G-Dock Lift Station Repair Project (NTE \$91,000)

Recommendation: Authorize the Port Director to execute contract documents with Simonds Machinery Company; authorize a not-to-exceed amount of \$91,000 for lift station repairs; and approve an appropriation in the FY27 budget for the amount of the contract plus contingency.

BACKGROUND

The Port District maintains nine sanitary sewer lift stations throughout the harbor. In FY23, the District's engineering consultant, MKN & Associates, completed a comprehensive assessment of the lift stations and identified the G-Dock Lift Station as a priority for repair and upgrade.

In 2023, the District solicited bids for a comprehensive replacement of the G-Dock lift station, but all bids substantially exceeded the engineer's estimate and available funding. As a result, the Port Commission rejected all bids at its regular public session on September 26, 2023, and directed staff to continue evaluating alternative repair approaches.

Over the past three years, staff has worked to identify a more cost-effective solution to address the repair needs of the G-Dock lift station.

ANALYSIS

Following evaluation of several repair options, staff recommends utilizing Simonds Machinery Company to rehabilitate the existing lift station. Rather than replacing the entire structure, the proposed work focuses on replacing the lift station's critical mechanical and electrical components, including new pumps, controls, guide rail system, valves, piping, alarm system, and hatch, while performing repairs necessary to extend the service life of the existing wet well and tank walls, which remain in serviceable condition. This approach provides a substantial upgrade to the lift station at a significantly lower cost than full replacement.

Informal bids were solicited from contractors who specialize in pump service and repair. Simonds Machinery Company provided a bid in the amount of \$86,600. A contingency of approximately 5% (\$4,400) is included to cover any unforeseen project costs.

IMPACT ON PORT DISTRICT RESOURCES

Adequate funding for this project is available in the Capital Improvement Project Sanitary Sewer Lift Station Repairs (F004) project fund, which as of July 14, 2026, has an available balance of \$364,538.

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/10/2026	10188	City of Santa Cruz	Fire Protection System Permit Fee	\$ 834.22
6/12/2026	10189	Branden Campbell	Employee Expense Reimbursement: Advanced Open Water Dive Certification	\$ 517.75
6/12/2026	10190	County of Santa Cruz Auditor	Citation Tax (April)	\$ 2,087.50
6/12/2026	10191	County of Santa Cruz DPW	7th Avenue & Brommer Street Overflow Parking Lot Rental (June)	\$ 1,200.00
6/12/2026	10192	Karey J. Wollam, Trustee	Security Deposit Refund	\$ 180.00
6/12/2026	10193	Employee ID 1966	5/1/26 - 5/15/26 Payroll Check Reprint	\$ 134.64
6/12/2026	10194	James Hudson	Employee Expense Reimbursement: Fleet Fuel	\$ 34.47
6/12/2026	10195	McDermott, Dick	497 Lake Avenue Installment Payment (July)	\$ 4,535.45
6/12/2026	10196	Ostrowski, Nathan	8/25 - 4/26 Payroll Check Reprint	\$ 2,066.61
6/12/2026	10197	Ramos, Brenda	Employee Expense Reimbursement: Employee Recognition Luncheon Supplies	\$ 139.67
6/26/2026	10198	County of Santa Cruz DPW	7th Avenue & Brommer Street Overflow Parking Lot Rental (July)	\$ 1,200.00
6/26/2026	10199	Lighthouse Welding	<i>Twin Lakes</i> Elbows	\$ 8,200.00
6/26/2026	10200	McDermott, Dick	497 Lake Avenue Installment Payment (August)	\$ 4,535.45
6/26/2026	10201	Melrose, Rick	Employee Expense Reimbursement: Parking Supplies	\$ 353.62
6/12/2026	11291	AAA Workspace	Office Supplies	\$ 133.83
6/12/2026	11292	Abby's Awning & Shade Services	413 Lake Avenue Awning Cleaning	\$ 350.00
6/12/2026	11293	Ace Portable Services	Portable Toilet Rental	\$ 621.58
6/12/2026	11294	Allied Administrators	Dental Insurance	\$ 3,117.15
6/12/2026	11295	Amazon Capital Services	Wrenches	\$ 27.36
6/12/2026	11296	Amazon Capital Services	Paring Knives	\$ 117.80
6/12/2026	11297	Amazon Capital Services	<i>Never Late</i> Lighting	\$ 87.56
6/12/2026	11298	Amazon Capital Services	<i>Never Late</i> Lighting	\$ 27.43
6/12/2026	11299	Amazon Capital Services	Generator Pull Starter	\$ 23.98
6/12/2026	11300	Amerigas	Ancillary Equipment Fuel	\$ 101.18
6/12/2026	11301	AT&T	Telephone	\$ 378.85
6/12/2026	11302	AvidXchange, Inc.	Accounts Payable Automation System	\$ 814.57
6/12/2026	11303	B & B Small Engine	Chainsaw Chains	\$ 121.19
6/12/2026	11304	B & B Small Engine	Chainsaw Fuel	\$ 76.63
6/12/2026	11305	B & B Small Engine	Pressure Washer Hose	\$ 243.47
6/12/2026	11306	B & B Small Engine	Chainsaw Chains	\$ 121.19
6/12/2026	11307	B & B Small Engine	Ancillary Equipment Oil	\$ 66.75

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/12/2026	11308	Batteries + Bulbs	Parking Meter Batteries	\$ 25.19
6/12/2026	11309	Bay Plumbing Supply, Inc.	497 Lake Avenue Restroom Shower Fitting	\$ 13.92
6/12/2026	11310	Bay Plumbing Supply, Inc.	Repair Clamps	\$ 36.24
6/12/2026	11311	Bay Plumbing Supply, Inc.	D-Dock Restroom Shower Fitting	\$ 5.02
6/12/2026	11312	Bay Plumbing Supply, Inc.	Toilet Lever	\$ 42.37
6/12/2026	11313	Bayside Oil II, Inc.	Waste Oil Disposal	\$ 375.75
6/12/2026	11314	Bayside Oil II, Inc.	Oil Filter Disposal	\$ 105.00
6/12/2026	11315	Big Creek	F-19 Float System Supplies (Tenant Reimbursable)	\$ 1,108.98
6/12/2026	11316	Big Creek	Masonry Blade	\$ 57.14
6/12/2026	11317	Big Creek	F-19 Float System Supplies (Tenant Reimbursable)	\$ 93.60
6/12/2026	11318	Big Creek	F-19 Float System Supplies (Tenant Reimbursable)	\$ 27.57
6/12/2026	11319	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 220.63
6/12/2026	11320	Brass Key Locksmith, Inc.	Building Keys	\$ 139.45
6/12/2026	11321	Brink's Incorporated	Deposit Courier Service	\$ 108.99
6/12/2026	11322	Brink's Incorporated	Deposit Courier Service	\$ 385.79
6/12/2026	11323	Cale America, Inc.	Receipt Paper	\$ 322.47
6/12/2026	11324	Cale America, Inc.	Monthly Service	\$ 1,399.32
6/12/2026	11325	Central Coast Systems	Fire Alarm Telecom Installation	\$ 2,542.15
6/12/2026	11326	Cintas Corp	Uniform and Linen Service	\$ 89.76
6/12/2026	11327	Cintas Corp	Uniform and Linen Service	\$ 105.70
6/12/2026	11328	Cintas Corp	Uniform and Linen Service	\$ 42.12
6/12/2026	11329	Cintas Corp	Uniform and Linen Service	\$ 105.70
6/12/2026	11330	Cintas Corp	Uniform and Linen Service	\$ 89.76
6/12/2026	11331	Cintas Corp	Uniform and Linen Service	\$ 42.12
6/12/2026	11332	Cintas Corp	Uniform and Linen Service	\$ 89.76
6/12/2026	11333	Cintas Corp	Uniform and Linen Service	\$ 105.70
6/12/2026	11334	Cintas Corp	Uniform and Linen Service	\$ 42.12
6/12/2026	11335	Cintas Corp	Uniform and Linen Service	\$ 89.76
6/12/2026	11336	Cintas Corp	Uniform and Linen Service	\$ 42.12
6/12/2026	11337	Cintas Corp	Uniform and Linen Service	\$ 105.70
6/12/2026	11338	Cintas Corp	Uniform and Linen Service	\$ 108.96
6/12/2026	11339	Cintas Corp	Uniform and Linen Service	\$ 92.58
6/12/2026	11340	Cintas Corp	Uniform and Linen Service	\$ 43.44

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/12/2026	11341	Cintas Corp	Uniform and Linen Service	\$ 43.44
6/12/2026	11342	Cintas Corp	Uniform and Linen Service	\$ 90.88
6/12/2026	11343	Citi Cards	Monterey Bay Air Resources District Painting & Sandblasting Permit	\$ 1,937.93
6/12/2026	11344	Citi Cards	Breakroom Supplies, California Marine Affairs & Navigation Conference Registration & Transportation	\$ 3,238.30
6/12/2026	11345	ClearPath Technologies LLC	Monthly IT & Cyber Security Service (SLCGP Grant Reimbursable)	\$ 3,835.00
6/12/2026	11346	ClearPath Technologies LLC	Monthly Managed Detection & Response Service (SLCGP Grant Reimbursable)	\$ 290.00
6/12/2026	11347	Complete Mailing Service	Statement Mailing & Postage	\$ 598.60
6/12/2026	11348	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,944.12
6/12/2026	11349	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 87.59
6/12/2026	11350	Cushman Contracting Corporation	Demolition and Reconstruction of G & X Docks Project Progress Payment	\$ 1,162,238.60
6/12/2026	11351	Dunn-Edwards Corporation	Striping Paint	\$ 646.78
6/12/2026	11352	Ewing Irrigation Products, Inc.	Weed Control	\$ 169.67
6/12/2026	11353	Grainger	Wrenches	\$ 57.74
6/12/2026	11354	Grainger	Coveralls	\$ 220.01
6/12/2026	11355	Grainger	Speaker Microphone	\$ 228.57
6/12/2026	11356	Grainger	ParkMobile Sign Posts	\$ 4,781.03
6/12/2026	11357	Grainger	Safety Helmet	\$ 145.09
6/12/2026	11358	Grainger	<i>Twin lakes</i> Fuel Line Flange	\$ 119.16
6/12/2026	11359	Grainger	Welding Cable	\$ 130.49
6/12/2026	11360	Grainger	Jet Pump Grease	\$ 88.87
6/12/2026	11361	Grainger	Speed Squares	\$ 71.79
6/12/2026	11362	Grainger	Disposable Gloves	\$ 87.60
6/12/2026	11363	Grainger	Cathodic Ground Strip	\$ 54.81
6/12/2026	11364	Grainger	pH Test Strips	\$ 33.74
6/12/2026	11365	Grainger	Absorbent Granules	\$ 107.48
6/12/2026	11366	Grainger	Impact Driver	\$ 294.55
6/12/2026	11367	HD Supply	Janitorial Supplies	\$ 1,360.33
6/12/2026	11368	Henderson Marine Supply, Inc.	F-19 Float System Supplies (Tenant Reimbursable)	\$ 4,107.13
6/12/2026	11369	Home Depot Credit Services	Drill Bits, Electrical Outlet Cover, Ratchet Straps	\$ 264.33
6/12/2026	11370	Hose Shop	Forklift Hoses	\$ 317.70

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/12/2026	11371	King's Paint & Paper, Inc.	Paint Roller Covers	\$ 9.67
6/12/2026	11372	Kraemer Elevator Load Testing	Elevator Repair - 2222 East Cliff Drive	\$ 3,400.00
6/12/2026	11373	Kraemer Elevator Load Testing	Monthly Elevator Service	\$ 395.00
6/12/2026	11374	Local Agency Formation Commission	2026-2027 Annual Fees	\$ 16,338.61
6/12/2026	11375	Lawson	<i>Twin Lakes</i> Hex Cap Screws	\$ 13,113.81
6/12/2026	11376	Lawson	Hex Nuts	\$ 1,573.19
6/12/2026	11377	Lawson	Spiral Hoses & Screws	\$ 1,551.10
6/12/2026	11378	Linde Gas & Equipment, Inc.	Welding Gas	\$ 402.07
6/12/2026	11379	Linde Gas & Equipment, Inc.	Welding Supplies	\$ 1,260.92
6/12/2026	11380	Linde Gas & Equipment, Inc.	Welding Gas	\$ 170.88
6/12/2026	11381	VOID		
6/12/2026	11382	VOID		
6/12/2026	11383	McMaster-Carr Supply Company	<i>Twin Lakes</i> "Christmas Tree" Hardware	\$ 465.77
6/12/2026	11384	McMaster-Carr Supply Company	<i>Twin Lakes</i> Hardware	\$ 151.25
6/12/2026	11385	McMaster-Carr Supply Company	Threaded Rod	\$ 54.53
6/12/2026	11386	Mid County Auto Supply	Maintenance Vehicle Oil & Filter	\$ 134.32
6/12/2026	11387	Mid County Auto Supply	Fuel Transfer Pump (SAVE Grant Reimbursable)	\$ 104.72
6/12/2026	11388	Mid County Auto Supply	Hex Bit Socket	\$ 6.48
6/12/2026	11389	Mid County Auto Supply	Hex Bit Sockets	\$ 15.21
6/12/2026	11390	Mid County Auto Supply	<i>Twin Lakes</i> Lubricant Filters	\$ 125.17
6/12/2026	11391	Operating Engineers	Union Dues (Payroll Deduction)	\$ 360.00
6/12/2026	11392	Pacific Gas & Electric Company	Utilities	\$ 233.37
6/12/2026	11393	Pacific Gas & Electric Company	Utilities	\$ 107.62
6/12/2026	11394	Pape Material Handling	Hyster Forklift Seatbelt	\$ 192.28
6/12/2026	11395	Peterson	Padlocks	\$ 157.03
6/12/2026	11396	Peace Officers Research Association of California	Association Dues (Payroll Deduction)	\$ 256.00
6/12/2026	11397	Rael & Letson	Government Accounting Standards Board Statement Number 68 Reporting	\$ 1,900.00
6/12/2026	11398	Randazzo Enterprises, Inc.	Vessel Disposal (SAVE Grant Reimbursable)	\$ 20,678.00
6/12/2026	11399	RDO Equipment Co.	<i>Dauntless</i> Fuel Pump Suction Control Valve	\$ 969.61
6/12/2026	11400	Red Hills Environmental, LLC	Tier 1 Determination Request, Annual Dredge Report	\$ 5,600.00
6/12/2026	11401	Red Wing Shoe Store	Dredge Staff Work Boots	\$ 270.52
6/12/2026	11402	Michael Smith	Backflow Testing & Repairs	\$ 3,083.00

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/12/2026	11403	SC Fuels	Fuel Dock Gas & Diesel	\$ 37,755.13
6/12/2026	11404	Santa Cruz Municipal Utilities	Utilities	\$ 818.99
6/12/2026	11405	Santa Cruz Municipal Utilities	Utilities	\$ 35.34
6/12/2026	11406	Santa Cruz Municipal Utilities	Utilities	\$ 314.54
6/12/2026	11407	Santa Cruz Municipal Utilities	Utilities	\$ 1,440.04
6/12/2026	11408	Santa Cruz Municipal Utilities	Utilities	\$ 35.34
6/12/2026	11409	Santa Cruz Municipal Utilities	Utilities	\$ 56.37
6/12/2026	11410	Santa Cruz Municipal Utilities	Utilities	\$ 70.24
6/12/2026	11411	Santa Cruz Municipal Utilities	Utilities	\$ 1,383.84
6/12/2026	11412	Santa Cruz Municipal Utilities	Utilities	\$ 140.04
6/12/2026	11413	Southern Counties Lubricants	<i>Twin Lakes</i> Hydraulic Oil	\$ 826.00
6/12/2026	11414	Stokes Signs	Harbor Main Entrance Signage (50% Deposit)	\$ 10,357.66
6/12/2026	11415	The Ferguson Group	Washington Representation	\$ 2,350.00
6/12/2026	11416	U.S. Bank Equipment Finance	Copier Leases	\$ 305.55
6/12/2026	11417	US Relay	Webcam Service	\$ 484.00
6/12/2026	11418	Verizon Wireless	Cell Phone & Tablet Service	\$ 281.93
6/12/2026	11419	Mark Larsen	Harbor Office Window Cleaning	\$ 40.00
6/12/2026	11420	West Coast Wire Rope	Pike Poles	\$ 228.01
6/12/2026	11421	West Coast Wire Rope	Wire Rigging Rope	\$ 5,228.53
6/12/2026	11422	West Marine Pro	VHF Radio	\$ 300.04
6/12/2026	11423	West Marine Pro	Personal Floatation Devices	\$ 353.44
6/12/2026	11424	West Marine Pro	VHF Radio Antenna	\$ 16.94
6/12/2026	11425	West Marine Pro	<i>Never Late</i> Battery	\$ 147.79
6/12/2026	11426	West Marine Pro	Power Adapter	\$ 192.83
6/12/2026	11427	West Marine Pro	<i>Twin Lakes</i> Anodes	\$ 40.16
6/12/2026	11428	West Marine Pro	Boatyard Retail Items	\$ 162.96
6/12/2026	11429	Wilson Walton International, Inc.	<i>Twin Lakes</i> Cathodic Protection System	\$ 32,411.50
6/26/2026	11430	AAA Workspace	Office Supplies	\$ 84.06
6/26/2026	11431	AAA Workspace	Office Supplies	\$ 15.68
6/26/2026	11432	Amazon Capital Services	Fuel Water Separator Filters	\$ 140.16
6/26/2026	11433	Batteries + Bulbs	Parking Meter Batteries	\$ 25.19
6/26/2026	11434	Bay Building Janitorial, Inc.	Refuse Collection	\$ 3,900.00
6/26/2026	11435	Bay Building Janitorial, Inc.	Janitorial Services	\$ 1,300.00

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/26/2026	11436	Bay Building Janitorial, Inc.	Janitorial Services	\$ 2,426.66
6/26/2026	11437	Bay Building Janitorial, Inc.	Janitorial Services	\$ 5,292.00
6/26/2026	11438	Ben Beck	Credit Balance Refund	\$ 48.00
6/26/2026	11439	Big Creek	F-19 Float System Supplies (Tenant Reimbursable)	\$ 26.60
6/26/2026	11440	Big Creek	F-19 Float System Supplies (Tenant Reimbursable)	\$ 2,882.41
6/26/2026	11441	California Fire Protection, Inc.	Fire Sprinkler System Repair Update & Repairs (50% Deposit) - 365 Lake Avenue, 425 Brommer Street, & 555 Brommer Street	\$ 11,300.00
6/26/2026	11442	California Debt and Investment Advisory Commission	Debt Reporting Fees	\$ 3,275.00
6/26/2026	11443	Citi Cards	Breakroom Supplies, California Marine Affairs & Navigation Conference Hotel & Transportation	\$ 1,119.51
6/26/2026	11444	Coast Paper & Supply, Inc.	Travelift Strap Paper	\$ 154.42
6/26/2026	11445	Comcast	Concession Lot Internet	\$ 184.46
6/26/2026	11446	Comcast	Business Internet	\$ 638.24
6/26/2026	11447	Comcast	Business Internet	\$ 451.24
6/26/2026	11448	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
6/26/2026	11449	Thomas Cushing	Security Deposit Refund	\$ 113.70
6/26/2026	11450	Data Ticket, Inc.	Citation Processing	\$ 571.55
6/26/2026	11451	Dunn-Edwards Corporation	Parking Lot Striping Paint	\$ 412.09
6/26/2026	11452	FedEx	Shipping	\$ 24.22
6/26/2026	11453	First Alarm Security & Patrol, Inc.	Security Patrol	\$ 6,354.60
6/26/2026	11454	Flagstar Public Funding Corp.	2026 Revenue Obligation Interest	\$ 209,891.11
6/26/2026	11455	Grainger	<i>Twin Lakes</i> Deck Fuel Lines	\$ 834.10
6/26/2026	11456	Hartford Fire Insurance Company	2222 East Cliff Drive Flood Insurance Premium	\$ 1,386.00
6/26/2026	11457	Terry Haschert	Security Deposit Refund	\$ 240.58
6/26/2026	11458	West Series of Lockton Companies, LLC	Auto Insurance Premium	\$ 7,231.00
6/26/2026	11459	Marina Ware	Quarterly Key Access System & Software Support	\$ 1,700.00
6/26/2026	11460	Chad McClintock	Visitor Berthing Refund	\$ 342.00
6/26/2026	11461	Monterey Bay Analytical Services	Stormwater Testing	\$ 196.00
6/26/2026	11462	MPress Digital Inc.	Parking Citations	\$ 410.47
6/26/2026	11463	Nigro & Nigro, PC	Fiscal Year 2026 Preliminary Audit	\$ 10,000.00
6/26/2026	11464	Pacific Gas & Electric Company	Utilities	\$ 12,106.00
6/26/2026	11465	Pacific Gas & Electric Company	Utilities	\$ 15.35
6/26/2026	11466	Pacific Gas & Electric Company	Utilities	\$ 303.34

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/26/2026	11467	Pacific Gas & Electric Company	Utilities	\$ 2,295.54
6/26/2026	11468	Pacific Gas & Electric Company	Utilities	\$ 1,869.47
6/26/2026	11469	Pacific Gas & Electric Company	Utilities	\$ 2,907.71
6/26/2026	11470	Pacific Gas & Electric Company	Utilities	\$ 7,597.28
6/26/2026	11471	Pacific Gas & Electric Company	Utilities	\$ 6,332.62
6/26/2026	11472	PAC Marine Towing and Salvage LLC	Vessel Relocation, Vessel Salvage (\$16,875.00 Cost Recovery Reimbursable)	\$ 17,352.50
6/26/2026	11473	Mike Powell	Security Deposit Refund	\$ 210.00
6/26/2026	11474	Quadient Leasing USA, Inc.	Postage Meter Lease	\$ 227.74
6/26/2026	11475	Red Wing Shoe Store	Maintenance Staff Work Boots	\$ 285.33
6/26/2026	11476	Damien Rhodes	Security Deposit Refund	\$ 381.16
6/26/2026	11477	Gerald Roberts	Visitor Berthing Refund	\$ 84.00
6/26/2026	11478	Beau Robertson	Security Deposit Refund	\$ 402.30
6/26/2026	11479	Santa Cruz Sentinel	Legal Advertising - Notice of Intent to Lease (UCSC Community Boating Program)	\$ 188.80
6/26/2026	11480	SC Fuels	Fuel Dock Gas & Diesel	\$ 35,061.16
6/26/2026	11481	Sciarilli, Tony	Security Deposit Refund	\$ 268.66
6/26/2026	11482	Santa Cruz Municipal Utilities	Utilities	\$ 13,666.54
6/26/2026	11483	Santa Cruz Municipal Utilities	Utilities	\$ 6.10
6/26/2026	11484	Santa Cruz Municipal Utilities	Utilities	\$ 2,305.11
6/26/2026	11485	Santa Cruz Municipal Utilities	Utilities	\$ 132.00
6/26/2026	11486	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11487	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11488	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11489	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11490	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11491	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11492	Santa Cruz Municipal Utilities	Utilities	\$ 193.66
6/26/2026	11493	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11494	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11495	Santa Cruz Municipal Utilities	Utilities	\$ 6.10
6/26/2026	11496	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11497	Santa Cruz Municipal Utilities	Utilities	\$ 1,416.44
6/26/2026	11498	Santa Cruz Municipal Utilities	Utilities	\$ 704.46

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/26/2026	11499	Santa Cruz Municipal Utilities	Utilities	\$ 147.46
6/26/2026	11500	Santa Cruz Municipal Utilities	Utilities	\$ 1,205.76
6/26/2026	11501	Santa Cruz Municipal Utilities	Utilities	\$ 89.71
6/26/2026	11502	Santa Cruz Municipal Utilities	Utilities	\$ 215.86
6/26/2026	11503	Santa Cruz Municipal Utilities	Utilities	\$ 1,398.99
6/26/2026	11504	Santa Cruz Municipal Utilities	Utilities	\$ 68.71
6/26/2026	11505	Santa Cruz Municipal Utilities	Utilities	\$ 52.96
6/26/2026	11506	Santa Cruz Municipal Utilities	Utilities	\$ 1,283.89
6/26/2026	11507	Santa Cruz Municipal Utilities	Utilities	\$ 89.71
6/26/2026	11508	Santa Cruz Municipal Utilities	Utilities	\$ 3,542.70
6/26/2026	11509	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11510	Santa Cruz Municipal Utilities	Utilities	\$ 2,404.97
6/26/2026	11511	Santa Cruz Municipal Utilities	Utilities	\$ 1,248.04
6/26/2026	11512	Santa Cruz Municipal Utilities	Utilities	\$ 6.10
6/26/2026	11513	Santa Cruz Municipal Utilities	Utilities	\$ 692.82
6/26/2026	11514	Santa Cruz Municipal Utilities	Utilities	\$ 1,415.16
6/26/2026	11515	Santa Cruz Municipal Utilities	Utilities	\$ 21.03
6/26/2026	11516	Southern Counties Lubricants	Fuel Dock Diesel	\$ 19,726.99
6/26/2026	11517	Special District Risk Management Authority	Workers' Compensation Insurance Premium	\$ 156,563.55
6/26/2026	11518	Paul Staiger	Security Deposit Refund	\$ 94.00
6/26/2026	11519	Syn-Tech Systems, Inc	Annual FMLive Subscription	\$ 3,168.00
6/26/2026	11520	Valley Pacific Petroleum Services, Inc.	<i>Twin Lakes</i> Engine Oil	\$ 3,037.99
6/26/2026	11521	West Coast Cranes, Inc.	Crane Rental	\$ 7,866.00
6/26/2026	11522	West Marine Pro	Vessel Mast Repair	\$ 1,058.87
6/26/2026	11523	West Marine Pro	Boatyard Retail Items	\$ 163.84
6/26/2026	11524	West Marine Pro	Boatyard Retail Items	\$ 131.31
6/26/2026	11525	West Marine Pro	Boatyard Retail Items	\$ 845.16
6/26/2026	11526	West Marine Pro	Boatyard Retail Items	\$ 15.88
6/26/2026	11527	West Marine Pro	Boatyard Retail Items	\$ 385.98
6/26/2026	11528	West Marine Pro	Boatyard Retail Items	\$ 3.97
6/26/2026	11529	West Marine Pro	Boatyard Retail Items	\$ 139.79
6/26/2026	11530	West Marine Pro	Boatyard Retail Items	\$ 371.92
6/26/2026	11531	West Marine Pro	Boatyard Retail Items	\$ 208.14

Santa Cruz Port District
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Date	No.	Vendor	Description	Amount
6/26/2026	11532	Lynn Yoder	Security Deposit Refund	\$ 197.64
6/5/2026	Various	Various Employees	5/16/26 - 5/31/26 Payroll	\$ 8,178.24
6/18/2026	Various	Various Employees	6/1/26 - 6/15/26 Payroll	\$ 7,827.77
6/1/2026	EFT	American Express	Fuel Dock Credit Card Fees	\$ 163.46
6/1/2026	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 17.50
6/1/2026	EFT	Fiserv	RV Park Credit Card Fees	\$ 1,041.19
6/1/2026	EFT	Fiserv	RV Park ACH Fees	\$ 10.00
6/1/2026	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,789.49
6/1/2026	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 374.05
6/1/2026	EFT	Merchant Services	CALE Credit Card Fees	\$ 1,701.83
6/1/2026	EFT	Merchant Services	Fuel Dock Credit Card Fees	\$ 993.56
6/1/2026	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 284.72
6/1/2026	EFT	Transaction Express	Online Billpay ACH Fees	\$ 1,049.46
6/1/2026	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 2,486.36
6/5/2026	EFT	PAYCHEX	5/16/26 - 5/31/26 Payroll Direct Deposit	\$ 82,468.10
6/5/2026	EFT	PAYCHEX	5/16/26 - 5/31/26 Payroll Taxes	\$ 40,664.64
6/5/2026	EFT	PAYCHEX	Payroll Service Fees	\$ 729.34
6/5/2026	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00
6/8/2026	EFT	CalPERS	Health Insurance	\$ 60,329.84
6/8/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 12,093.91
6/8/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,543.44
6/8/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,906.79
6/8/2026	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 6,946.84
6/5/2026	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 257.31
6/5/2026	EFT	Comerica Commercial Card Services	Business Internet, Amazon Prime Membership	\$ 251.90
6/9/2026	EFT	Comerica Bank	Service Charges	\$ 292.64
6/10/2026	EFT	Campspot	RV Park Reservation System	\$ 675.40
6/12/2026	EFT	Deluxe For Business	Bank Deposit Tickets	\$ 178.69
6/16/2026	EFT	GoTo Communications, Inc.	IP Telephone System	\$ 513.11
6/18/2026	EFT	PAYCHEX	6/1/26 - 6/15/26 Payroll Direct Deposit	\$ 82,374.81
6/18/2026	EFT	PAYCHEX	6/1/26 - 6/15/26 Payroll Taxes	\$ 40,590.24
6/18/2026	EFT	PAYCHEX	Payroll Service Fees	\$ 784.24
6/18/2026	EFT	PAYCHEX	Time & Attendance Fees	\$ 125.93

Santa Cruz Port District
Accounts Payable Monthly Check Register
June 2026

Date	No.	Vendor	Description	Amount
6/18/2026	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00
6/18/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 12,145.55
6/18/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,541.43
6/18/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,906.79
6/18/2026	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 6,867.97
6/18/2026	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 257.31
6/25/2026	EFT	West Coast Community Bank Cardmember Services	Fleet Fuel, Hazardous Waste Filing Fee, Dredge & Maintenance Staff Crane Operator Certification Training, Rinse Rack Coin Acceptor, F-19 Float System Supplies (Tenant Reimbursable), Office Supplies, Water Taxi Flags, VHF Radio, Employee Appreciation, Shipping, Harbor Event Supplies, Currency Counter Maintenance, Zoom Subscription	\$ 8,690.84
6/25/2026	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$ 24.14
6/30/2026	EFT	Windcave, Inc.	Concession Lot Credit Card Gateway Fee	\$ 726.60
Total June 2026 Disbursements				\$ 2,393,979.68



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: July 20, 2026

SUBJECT: Port Director's Report – July 28, 2026

CalOES – CDAA Funding Update

Staff continues to work with CalOES to secure reimbursement for eligible projects related to the 2024 storm surge. To date, the Port District has received \$1,404,237.40 in reimbursement payments. An additional \$219,413.01 reimbursement was recently approved by CalOES for repairs associated with the F-Dock transformer damage. Payment in the amount of \$164,559.76 is anticipated in approximately 6-8 weeks.

Dredging Roundtable

Staff participated in the Corps' South Pacific Division Dredging Roundtable on Thursday, July 16, 2026. The roundtable brought together California ports, dredging contractors, and U.S. Army Corps of Engineers representatives to discuss opportunities to improve the planning, contracting, and delivery of dredging projects. Discussions focused on identifying challenges facing dredging operations in California, improving communication and coordination among project partners, and exploring process improvements that could lead to more efficient and successful project delivery.

616 Atlantic Avenue Restaurant Update

Staff recently met with Mesiti-Miller Engineering (MME) to review the waterside components of the proposed restaurant project at 616 Atlantic Avenue and discuss design considerations. Staff is currently coordinating a collaborative meeting between MME and Rad Lab, the project architect, to further refine the design and ensure the project is positioned for submittal to the Coastal Commission by the end of the year. Prior to any submittal, the Commission will review the proposed plans and supporting materials.

RV Park Host

The Port District recently solicited interest from prospective RV Park hosts to fill the volunteer host position at the park. Several qualified candidates were identified and will rotate through the park over the coming year, serving three- to four-month assignments, consistent with the practices of other RV parks. The first new hosts are scheduled to arrive on August 1 and will serve through October.

Policy / Operations Committee Meeting

The Policy / Operations Committee will meet on Tuesday, August 4, 2026, at 1 PM to review proposed changes to the Port District's slip license agreement.



TO: Port Commission

FROM: Blake Anderson, Harbormaster

DATE: July 20, 2026

SUBJECT: Harbormaster's Report – July 28, 2026

National Night Out – August 4, 2026

The Port District and the Santa Cruz Police Department are hosting National Night Out on Tuesday, August 4, 2026, from 5:00 PM to 7:00 PM. The event takes place nationally on the first Tuesday in August and aims to promote positive relations between first responders and their communities. The event will be primarily located near the launch ramp, the eastside public pier, and the fuel dock area.

Demolition and Reconstruction of G & X Docks Project

The reconstruction of X and G docks is moving along at a steady pace. As of July 20, 2026, crews have completed 48 slips, and associated utilities, from slip X26 to X74. Completion of the remainder of X-Dock is expected around August 1, 2026, before crews move to the north-end of G-Dock the week of August 3, 2026.

Twin Lakes Dredge Haulout

The dredge is currently hauled out in the launch ramp parking lot for maintenance, and 36 of the 48 long trailer spaces are unavailable for use. Staff has been providing shuttle service to and from 7th and Brommer remote parking seven days a week.

4th of July Parade

Harbor Patrol staff participated in the inaugural Seabright 4th of July parade. The short but well attended parade ran from the San Lorenzo river mouth to the intersection of Seabright Avenue and Murray Street. Organizers conceived of the parade to support Seabright area businesses impacted by the City's Murray Street Bridge Seismic Retrofit and Barrier Replacement Project.



ParkMobile and Concession Lot Update

ParkMobile is live and in use harbor-wide. The maintenance department is currently posting new signage and removing meters throughout the harbor, with anticipated completion by the end of July. There are 130 new signs in total, spread over twelve parking zones.

The replacement concession lot parking equipment is currently at the manufacturer's facility for assembly, programming, and testing. Delivery is expected in mid-August.

Sheriff's Youth Academy

Harbor Patrol staff participated in the Santa Cruz Sheriff's Office Youth Academy on July 20, 2026. The youth academy program introduces local youth to various public safety agencies throughout the county. Participants learned about the roles and responsibilities of the Harbor Patrol, boating safety, seamanship, and general harbor operations.



2026 Annual Day on the Bay Regatta

The Santa Cruz Yacht Club will host the Annual Day on the Bay Regatta on Sunday, August 9, 2026.

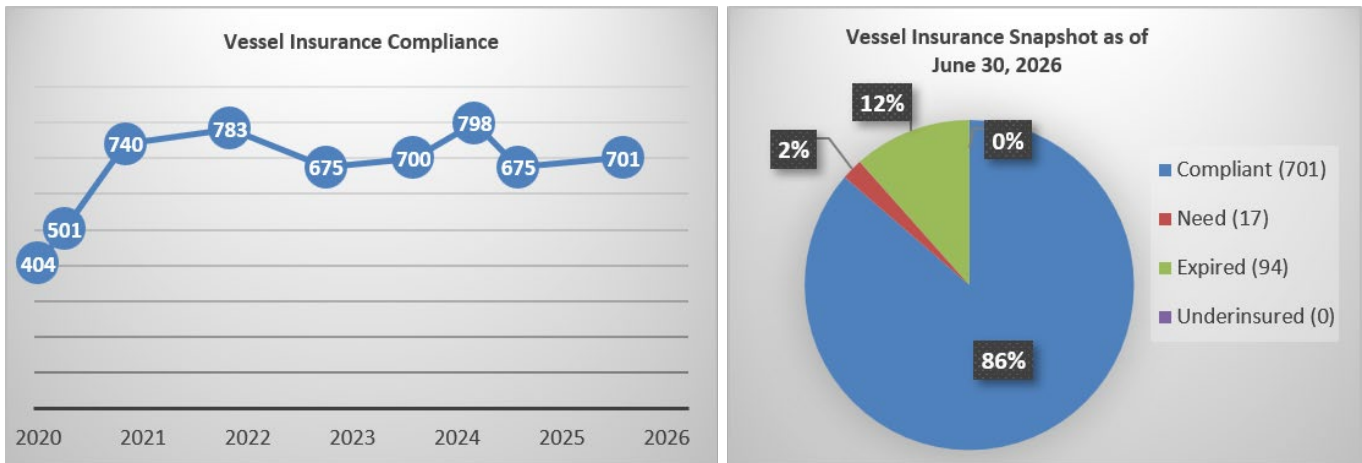
Water Taxi

Currently, the water taxi hours are as follows:

- Thursdays (during Crow's Nest beach barbecues): 5:00 PM to 9:00 PM
- Fridays: 3:00 PM to Dusk
- Saturdays, Sundays, and Holidays: 11:00 AM to Dusk

Vessel Insurance Snapshot

As of June 30, 2026, vessel insurance statistics are as follows:



Fishery Update

The commercial salmon season in the Monterey Management Area will continue until August 27, 2026, with the following open windows: August 1-7, 13-16, 25-27.

The recreation salmon season is still underway. The Department of Fish and Wildlife's website indicates that as of June 30, 2026, the harvest count was approximately 6,000 out of 21,800 fish available in the Monterey Management Zone.

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.

June 2026 – Total Port Landings:

Species	Weight (lbs.)	Ex-Vessel (\$ per lbs.)	Approx. Value
Chinook Salmon	77,357.80	\$10.76	\$833,127.10
CA Halibut	2,250.06	\$7.75	\$17,456.30
Jack Mackerel	2,669.50	\$1.26	\$3,369.19
Lingcod	58.35	\$3.51	\$205.05
Pacific Mackerel	644.70	\$1.08	\$702.60
Total	82,980.41		\$854,860.24

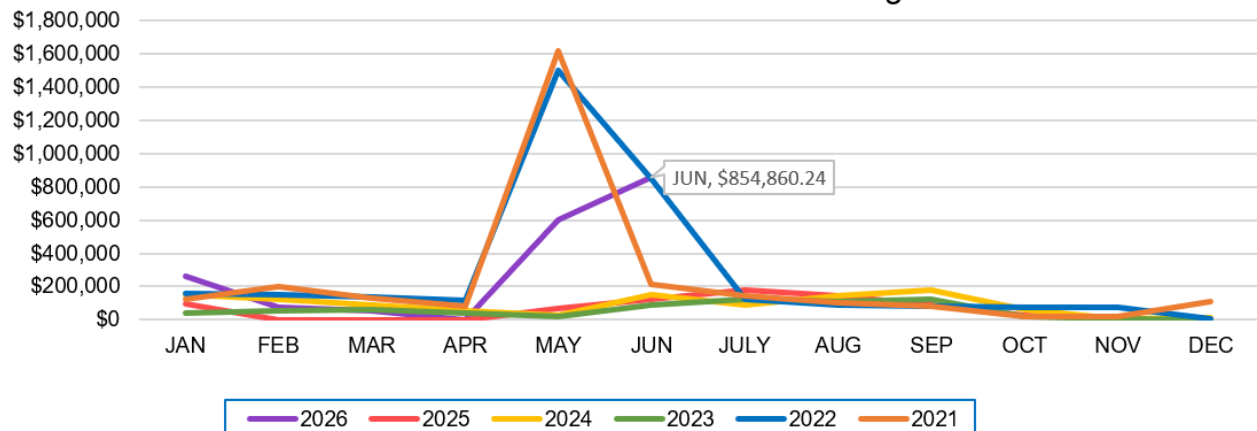
Species also landed - Dungeness Crab, Bluefin Tuna, Rockfish (various), Sablefish, Pacific Sardine, Pacific Pompano, Lingcod, Petrale Sole, Rock Crab, Jacksmelt, White Seabass, White Croaker, Leopard Shark*

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

June 2026 – Resident Buyer Landings:

Species	Weight (lbs.)	Ex-Vessel (\$ per lbs.)	Approx. Value
Chinook Salmon	24,855.55	\$11.00	\$273,411.05
Dungeness Crab	5,941.00	\$7.00	\$41,587.00
Rock Crab	1,597.00	\$3.00	\$4,791.00
Rockfish (various)	5,179.40	\$3.00	\$15,537.00
Halibut	1,029.00	\$7.50	\$7,717.50
Bonito	105.50	\$3.00	\$316.50
Mackerel	749.00	\$2.00	\$1,498.00
Bluefin Tuna	58.50	\$7.00	\$409.50
Lingcod	34.85	\$3.00	\$104.55
Flounder	21.40	\$2.00	\$42.80
Soles	32.50	\$2.00	\$65.00
White Seabass	21.30	\$8.00	\$170.40
Total	22,077.55		\$345,650.30

Santa Cruz Harbor - Total Port Landings





TO: Port Commission

FROM: Carl Wulf, Facilities Maintenance & Engineering Manager

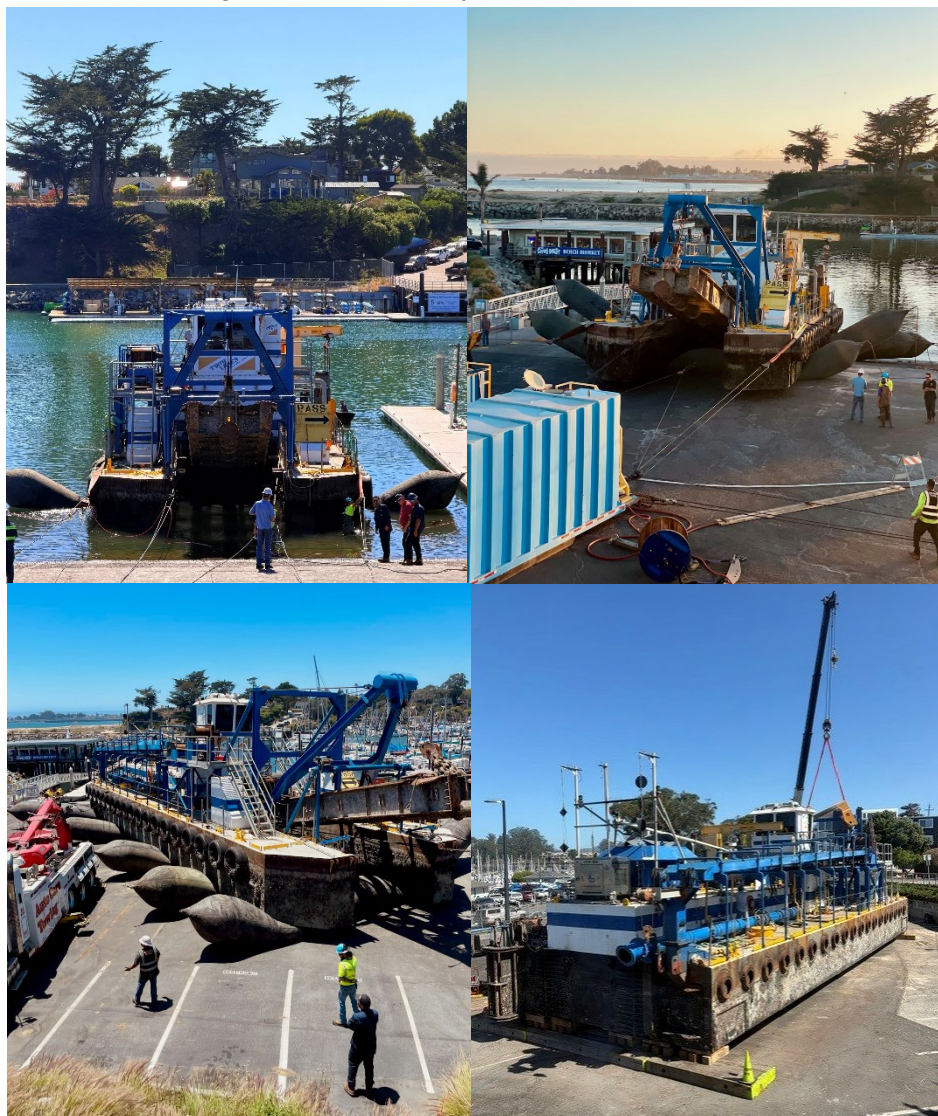
DATE: July 28, 2026

SUBJECT: Facilities Maintenance & Engineering Manager's Report – July 28, 2026

Dredging Operations:

Twin Lakes

On July 7-8, 2026, *Twin Lakes* was successfully hauled out at the launch ramp. DSC Dredge and District staff worked approximately sixteen hours to remove the dredge from the water, and an additional two days were required to position the dredge in the launch ramp parking lot. The crew continues to make steady progress with the disassembly process, and sandblasting and painting operations are anticipated to begin the week of July 27, 2026.



Squirt

Squirt was hauled out at the boatyard on July 1, 2026, and is undergoing routine offseason maintenance.

Dauntless

Dauntless was hauled out at the boatyard on July 16, 2026, and is undergoing routine offseason maintenance.

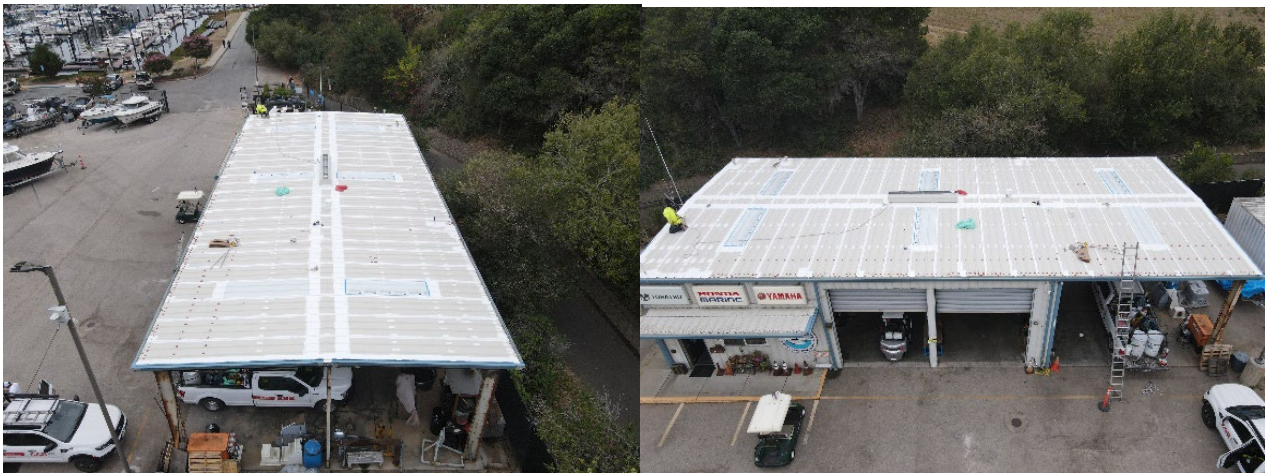
D6K Caterpillar Dozer

Peterson CAT is performing routine off-season maintenance and repairs on the District's D6K Caterpillar Dozer.

Maintenance:

Roof Coating – 555 Brommer Street

SSB Construction continues work on the single-tenant building at 555 Brommer Street, which includes roof cleaning, repairs, skylight replacement, and application of a protective roof coating.



Park Mobile

Maintenance staff have begun installing over a hundred signs throughout the harbor for the implementation of the new ParkMobile parking payment system. The signage will provide visitors with parking payment information and instructions.

Santa Cruz Yacht Club Junior Sailing Program – F19 Float System

Maintenance staff continues to work on the new float system at Slip F19, including installation of the safety railing and completion of final project details. All project costs, including materials and District labor, will be reimbursed by the Santa Cruz Sailing Foundation.

Demolition and Reconstruction of G & X Docks Project

Cushman Contracting continues to make steady progress on the X-Dock replacement project and is anticipated to begin work on G-Dock by the end of the month.



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: July 14, 2026

SUBJECT: Murray Street Bridge Seismic Retrofit & Barrier Replacement Project Update

The City's work on the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project continues to progress. Construction activities remain focused on installation of the new sanitary sewer force main and bridge substructure.

Over the coming weeks, crews will continue assembling the permanent force main, including pressure testing, vault installation, and associated utility work on both the east and west sides of the bridge. In-water work will continue with pile driving, cofferdam installation, pile cap construction, and underwater demolition activities progressing through Bents 5 through 8, while initial demolition of the existing seawall at Bent 4 is scheduled to begin. The bridge remains fully closed to vehicular traffic, with pedestrian access continuing through the west harbor access road only.



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: July 1, 2026

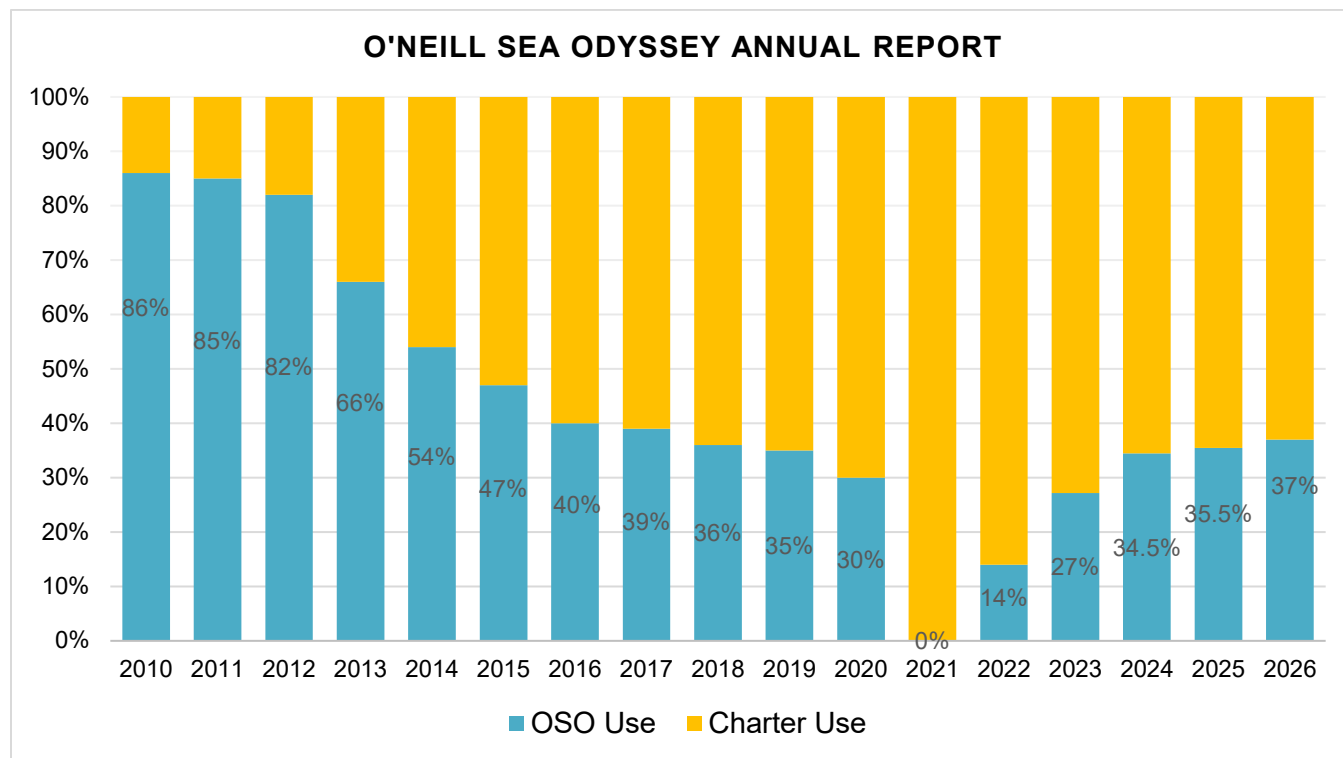
SUBJECT: O'Neill Sea Odyssey Annual Report

BACKGROUND:

In 2007, the Commission approved a modification to the slip rent and charter fee structure for O'Neill Sea Odyssey (OSO), which provides a percentage discount to the slip rent and charter fee based on the proportion of time the *Team O'Neill* catamaran is used for the OSO program.

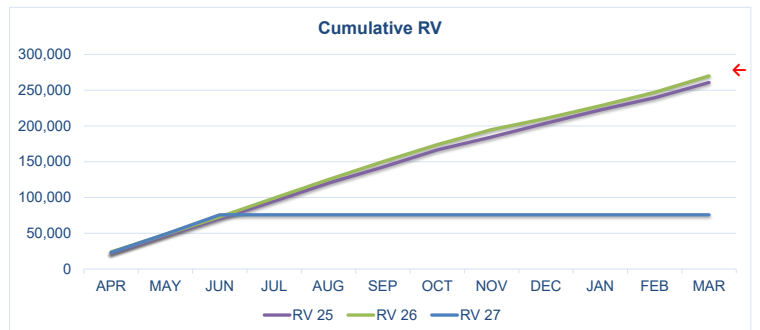
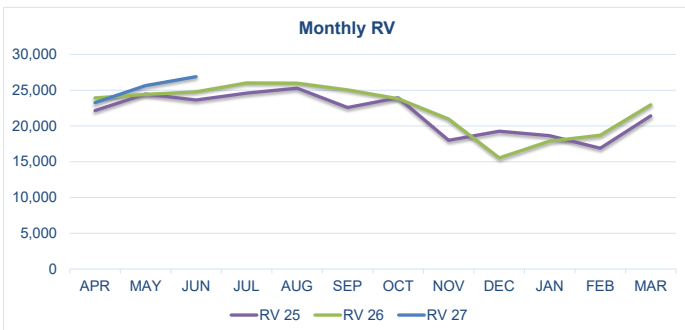
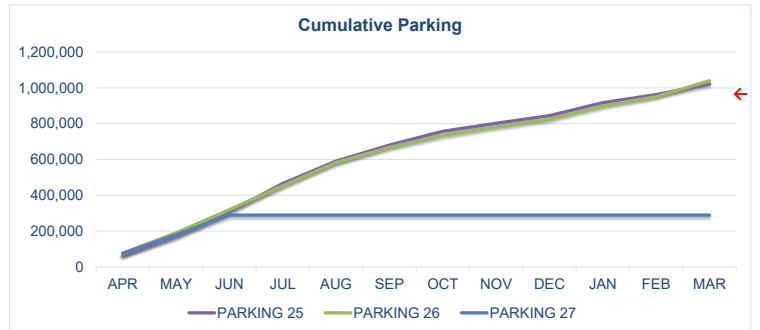
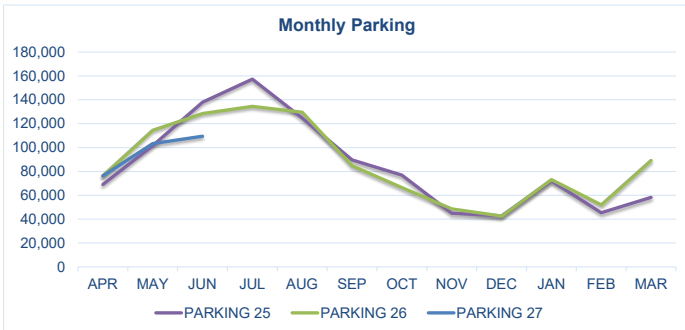
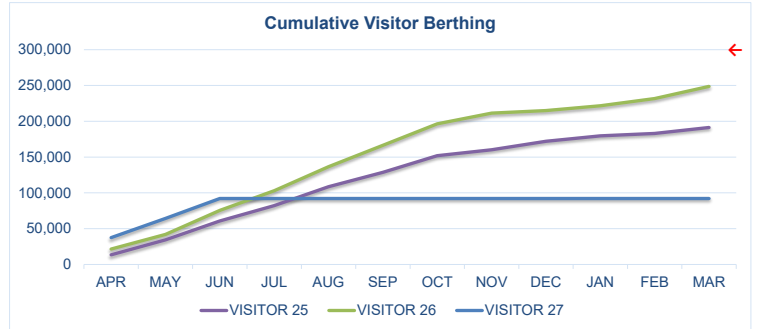
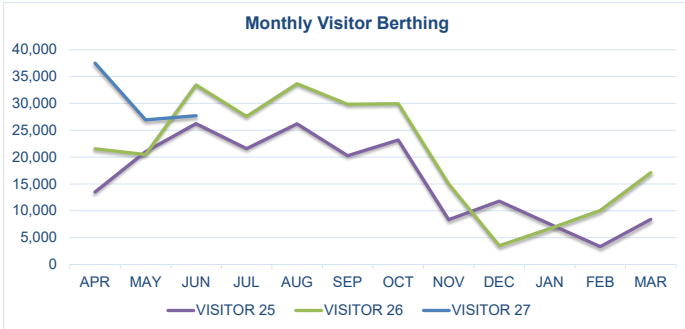
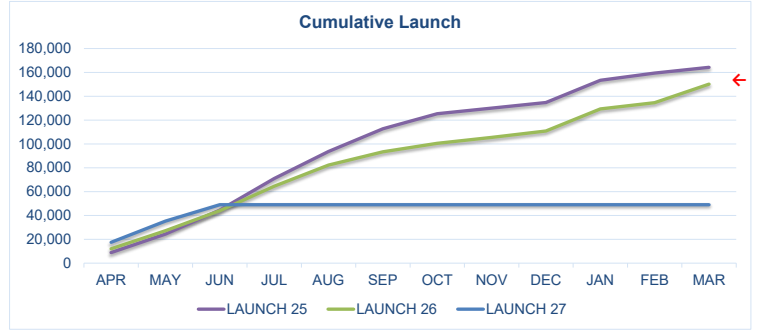
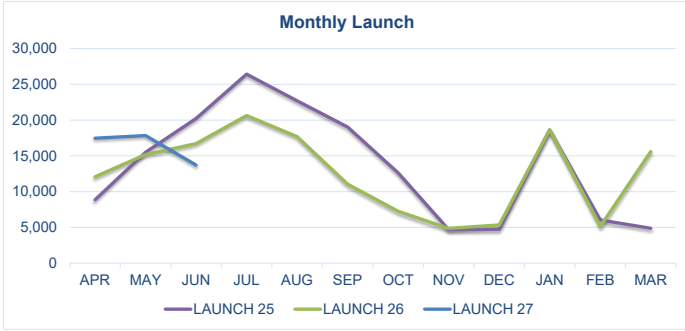
This modified rent structure is intended to reflect the public benefit offered by the OSO program. The annual report submitted by OSO covers the period July 1, 2025, to June 30, 2026, and shows the use as 63% charter and 37% OSO.

Slip fees have been adjusted, effective July 1, 2026.



Santa Cruz Port District
SEASONAL INCOME
 For the Three Months Ending June 30, 2026

FY27 Budget ←



Santa Cruz Port District
Comparative Budget Report
For the Three Months Ending June 30, 2026

Account	Description	YTD	FY27 BUDGET	% BUDGET	FY26 YTD	Variance
OPERATING INCOME						
000-000-000-0000-4000	Slip Rent Permanent	\$1,344,528	\$5,539,584	24%	\$1,324,301	\$20,227
000-000-000-0000-4002	Slip Rent Visitors	\$92,139	\$248,750	37%	\$62,293	\$29,846
000-000-000-0000-4003	Annual Slip Rent Discount	(\$477)	(\$1,225)	39%	(\$310)	(\$167)
000-000-000-0000-4006	Tenant Concession Rent	\$480,540	\$2,123,000	23%	\$476,059	\$4,481
000-000-000-0000-4008	Misc. Tenant Rent (Sewer)	\$25,332	\$165,000	15%	\$24,107	\$1,225
000-000-000-0000-4010	Launch Fees	\$49,004	\$155,000	32%	\$43,950	\$5,054
000-000-000-0000-4012	Liveaboard	\$25,140	\$102,000	25%	\$26,689	(\$1,549)
000-000-000-0000-4014	Catamaran Storage	\$9,552	\$28,000	34%	\$9,327	\$226
000-000-000-0000-4016	North Harbor Dry Storage	\$58,108	\$218,000	27%	\$55,529	\$2,579
000-000-000-0000-4018	7th Ave Dry Storage	\$35,166	\$138,000	25%	\$34,717	\$449
000-000-000-0000-4020	Waiting List	\$9,352	\$145,000	6%	\$5,300	\$4,052
000-000-000-0000-4024	Slip Leave Option		\$4,000	0%		\$0
000-000-000-0000-4026	Partnership Fees	\$10,280	\$35,000	29%	\$10,148	\$132
000-000-000-0000-4028	Sublease Fees	\$7,394	\$32,000	23%	\$6,740	\$654
000-000-000-0000-4030	Variable/Utility Fees	\$60,608	\$242,000	25%	\$65,582	(\$4,975)
000-000-000-0000-4032	Late Fees	\$19,071	\$50,000	38%	\$15,375	\$3,696
000-000-000-0000-4036	Citations	\$39,806	\$145,000	27%	\$29,523	\$10,283
000-000-000-0000-4040	Credit Card Convenience Charges	\$8,301	\$32,000	26%	\$8,731	(\$429)
000-000-000-0000-4100	Parking - Concession Lot	\$171,096	\$925,000	30%	\$197,866	(\$26,770)
000-000-000-0000-4102	Parking - Launch Area	\$8,463			\$17,900	(\$9,437)
000-000-000-0000-4104	Parking - Southwest	\$39,146			\$42,782	(\$3,636)
000-000-000-0000-4106	Parking - North	\$9,050			\$11,934	(\$2,883)
000-000-000-0000-4108	Parking - Southeast	\$49,261			\$39,655	\$9,606
000-000-000-0000-4118	Meter Permits	\$4,090			\$3,034	\$1,056
000-000-000-0000-4120	Slip Renter Parking Permits	\$8,000	\$40,000	20%	\$6,020	\$1,980
000-000-000-0000-4122	RV Parking	\$75,769	\$275,000	28%	\$73,091	\$2,678
000-000-000-0000-4200	Fuel Sales Gasoline	\$195,628	\$305,000	64%	\$90,922	\$104,706
000-000-000-0000-4202	Fuel Sales Diesel	\$199,420	\$315,000	63%	\$85,911	\$113,509
000-000-000-0000-4210	Wash Rack	\$3,303	\$6,500	51%	\$1,409	\$1,894
000-000-000-0000-4220	Boatyard Retail	\$6,774	\$16,500	41%	\$8,890	(\$2,116)
000-000-000-0000-4225	Boatyard Labor	\$741	\$1,000	74%	\$455	\$286
000-000-000-0000-4230	Boatyard Rental	\$970	\$2,000	49%	\$1,510	(\$540)
000-000-000-0000-4235	Boatyard Misc.	\$6,913	\$32,000	22%	\$9,913	(\$3,000)
000-000-000-0000-4240	Lay Days/Storage	\$24,167	\$128,000	19%	\$30,763	(\$6,596)
000-000-000-0000-4245	Vessel Haulout	\$36,392	\$135,000	27%	\$39,336	(\$2,944)
000-000-000-0000-4250	Vessel Berthing	\$11,233	\$30,000	37%	\$4,224	\$7,010
OPERATING INCOME		\$3,124,259	\$11,612,109	27%	\$2,863,674	\$260,586

Santa Cruz Port District
Comparative Budget Report
For the Three Months Ending June 30, 2026

Account	Description	YTD	FY27 BUDGET	% BUDGET	FY26 YTD	Variance
EXPENSE SUMMARY BY PROGRAM						
	Administrative Services (110)	\$247,738	\$975,386	25%	\$338,116	(\$90,379)
	Finance & Purchasing (120)	\$81,131	\$270,032	30%	\$60,183	\$20,948
	Property Management (130)	\$229,152	\$1,030,076	22%	\$169,580	\$59,572
	Environmental & Permitting (140)	\$22,437	\$180,343	12%	\$16,294	\$6,143
	Port Commission Support (190)	\$13,943	\$73,170	19%	\$16,021	(\$2,078)
	Harbor Patrol (210)	\$249,044	\$886,478	28%	\$206,497	\$42,547
	Marina Management (220)	\$189,955	\$766,798	25%	\$164,178	\$25,777
	Rescue Services (230)	\$29,259	\$157,602	19%	\$21,544	\$7,715
	Parking Services (240)	\$105,632	\$419,277	25%	\$99,874	\$5,757
	Events (250)	\$7,678	\$31,720	24%	\$5,347	\$2,331
	Fuel Services (280)	\$300,987	\$534,776	56%	\$126,410	\$174,577
	Docks, Piers, Marine Structures (310)	\$229,545	\$890,646	26%	\$143,789	\$85,756
	Utilities (320)	\$34,597	\$116,060	30%	\$30,246	\$4,351
	Buildings (330)	\$139,384	\$518,810	27%	\$112,677	\$26,708
	Grounds (340)	\$254,885	\$992,165	26%	\$276,614	(\$21,729)
	Aeration (350)	\$8,933	\$80,574	11%	\$12,431	(\$3,498)
	Fishery Support (360)	\$1,453	\$17,292	8%	\$1,041	\$412
	Capital Projects (390)	\$219,469	\$221,195	99%	\$11,198	\$208,271
	Dredging Operations (400)	\$435,986	\$1,797,153	24%	\$413,892	\$22,094
	Boatyard Operations (500)	\$91,601	\$454,652	20%	\$89,788	\$1,814
	OPERATING EXPENSES	\$2,892,808	\$10,414,206	28%	\$2,315,719	\$577,088
	OPERATING PROFIT	\$231,452	\$1,197,903	19%	\$547,954	(\$316,503)
NON OPERATING INCOME/(EXPENSE)						
000-000-000-0000-4300	Harbor Services Charge		\$8,500	0%	\$6,427	(\$6,427)
000-000-000-0000-4308	Interest Income	\$243,928	\$545,000	45%	\$201,573	\$42,355
000-000-000-0000-4310	Other Income	\$27,711	\$105,000	26%	\$21,313	\$6,397
000-000-000-0000-4375	USACE Reimbursement		\$630,000	0%		\$0
000-000-000-0000-4400	Grants - State		\$64,500	0%	\$283,024	(\$283,024)
000-000-000-0000-4405	Grants - DBAW		\$12,000	0%		\$0
000-000-000-0000-4406	County Rescue Contribution	\$22,500	\$50,000	45%	\$33,215	(\$10,715)
000-000-000-0000-4408	Waste Oil Grant	\$8,280	\$12,000	69%	\$22,500	(\$14,220)
000-000-000-0000-4600	Cash Over/Under	(\$462)			\$3,674	(\$4,136)
000-000-000-0000-4900	Election Expense		(\$20,000)		(\$90)	\$90
	Principal Debt Payments	(\$12,258)	(\$1,241,518)	1%	(\$47,138)	\$34,880
	Capital Improvement Program	(\$3,052,394)	(\$1,050,000)	291%	(\$1,058,205)	(\$1,994,189)
	Capitalized Expenses	(\$26,579)	(\$180,000)	15%	(\$70,906)	\$44,326
	Depreciation	(\$530,608)	\$0		(\$530,013)	(\$595)
	NET INCOME/(LOSS)	(\$3,088,431)	\$133,385	(2315%)	(\$586,669)	(\$2,501,762)

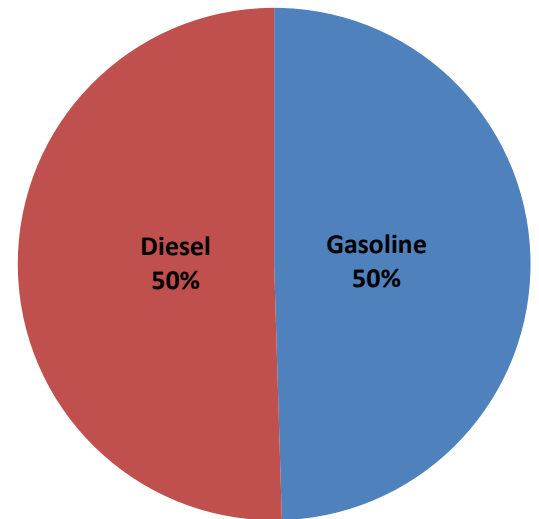
Santa Cruz Port District
Quarterly Employee Count
As of June 30, 2026

Department	Employee Name	FTE %	Unrepresented	Position
ADMIN	Crews, Hilary	100%		Administrative Assistant I
ADMIN	Eldridge, Mark	100%		Finance Officer
ADMIN	Ghisletta, Renee	100%		Administrative Services Officer
ADMIN	MacLaurie, Holland	100%		Port Director
FACILITIES	Acevedo, Arturo	100%		Harbor Maintenance Worker III
FACILITIES	Campbell, Branden	100%		Harbor Maintenance Worker II
FACILITIES	Castro, Nathan	100%		Harbor Dredge Worker III
FACILITIES	Forbes, Alden	100%		Harbor Dredge Worker II
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	Tandoi, Steven	100%		Harbor Dredge Worker III
FACILITIES	Vera, Jose	100%		Harbor Maintenance Worker III
FACILITIES	Wagoner, Joshua	100%		Supervising Harbor Dredge Worker
FACILITIES	Wulf, Carl	100%		Facilities Maintenance & Engineering Manager
FACILITIES	Herbst, Tanner		var	Harbor Dredge Worker I
FACILITIES	Hoff, Matt		prov	Harbor Maintenance Worker II
OPERATIONS	Anderson, Blake	100%		Harbormaster
OPERATIONS	Gottlieb, Landon	100%		Deputy Harbormaster
OPERATIONS	Haynes, John	100%		Senior Deputy Harbormaster
OPERATIONS	Henning, Nicholas	100%		Boatyard Supervisor
OPERATIONS	Hill, David	100%		Deputy Harbormaster
OPERATIONS	Hudson, James	100%		Deputy Harbormaster
OPERATIONS	Kingdom, Kyle	100%		Deputy Harbormaster
OPERATIONS	McFarland, Jenna	100%		Customer Service Representative
OPERATIONS	Melrose, Richard	100%		Parking Coordinator
OPERATIONS	Replogle, Peter	100%		Boatyard Crew
OPERATIONS	Rothwell, Niki	100%		Deputy Harbormaster
OPERATIONS	Rothwell, Sean	100%		Assistant Harbormaster
OPERATIONS	Aspromonte, Matteo		var	Parking Control
OPERATIONS	Drake, Bryson		var	Marina Management Specialist
OPERATIONS	Garcia, Ocean		var	Parking Control / Water Taxi Operator
OPERATIONS	Grigsby, Magnus		var	Water Taxi Operator
OPERATIONS	Hann, Alfred		var	Operations Assistant
OPERATIONS	Hazen, Reid		var	Parking Control
OPERATIONS	Kieft, Elisha		var	Parking Control
OPERATIONS	Lamasus, Ian		var	Parking Control
OPERATIONS	Long, John		var	Parking Control / Water Taxi Operator
OPERATIONS	Lopez, Tyson		var	Parking Control
OPERATIONS	Mantua, Nick		var	Parking Control
OPERATIONS	Melrose, Kevin		var	Boatyard Worker
OPERATIONS	Mosier, Aaron		var	Parking Control
OPERATIONS	Nelson, Michael		var	Water Taxi Crew
OPERATIONS	Ostrowski, Nathan		var	Parking Control
OPERATIONS	Palmer, Darrell		var	Boatyard Worker
OPERATIONS	Pasquuali, Richard		var	Water Taxi Operator
OPERATIONS	Pinkerton, Noah		var	Parking Control
OPERATIONS	Prince, Oliver		var	Parking Control / Water Taxi Operator
OPERATIONS	Samson, Tina		var	Water Taxi Operator
OPERATIONS	Sorrentino, Griffin		var	Parking Control
Total FTE		30		

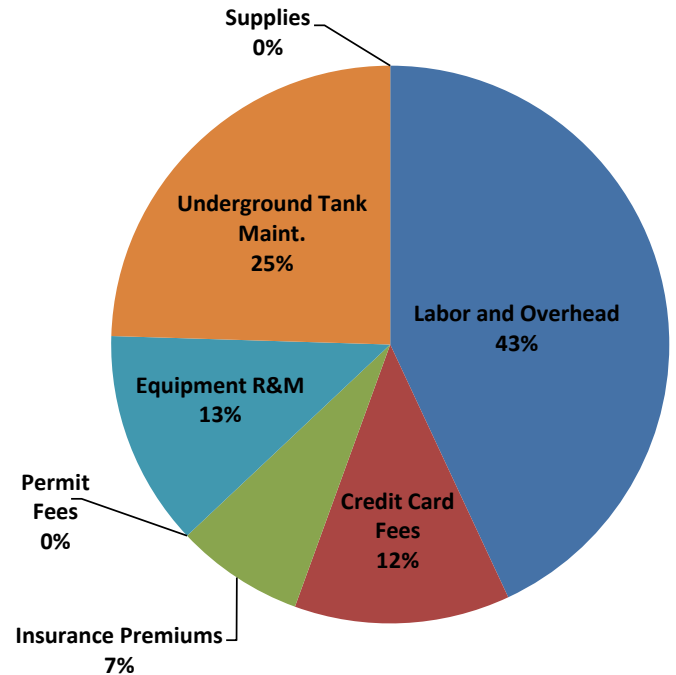
Santa Cruz Port District
Quarterly Fuel Dock Report
For the Three Months Ended June 30, 2026

	QTD Apr - Jun	YTD Apr - Jun	% of Budget
Fuel Dock Revenue			
Gasoline	\$182,983	\$182,983	60%
Diesel	\$186,530	\$186,530	59%
Total Revenue	\$369,513	\$369,513	60%
Cost of Sales			
Gasoline	\$159,193	\$159,193	72%
Diesel	\$148,993	\$148,993	63%
Total Cost of Sales	\$308,186	\$308,186	68%
Gross Profit	\$61,327	\$61,327	
Gross Profit Margin	17%	17%	
Operating Expenses			
Labor and Overhead	\$10,904	\$10,904	27%
Credit Card Fees	\$3,165	\$3,165	33%
Insurance Premiums	\$1,883	\$1,883	24%
Permit Fees	\$0	\$0	0%
Equipment R&M	\$3,168	\$3,168	55%
Underground Tank Maint.	\$6,209	\$6,209	73%
Supplies	\$0	\$0	0%
Total Operating Expenses	\$25,329	\$25,329	32%
Net Profit / (Loss)	\$35,998	\$35,998	
Profit Margin	10%	10%	

Fuel Dock Revenue



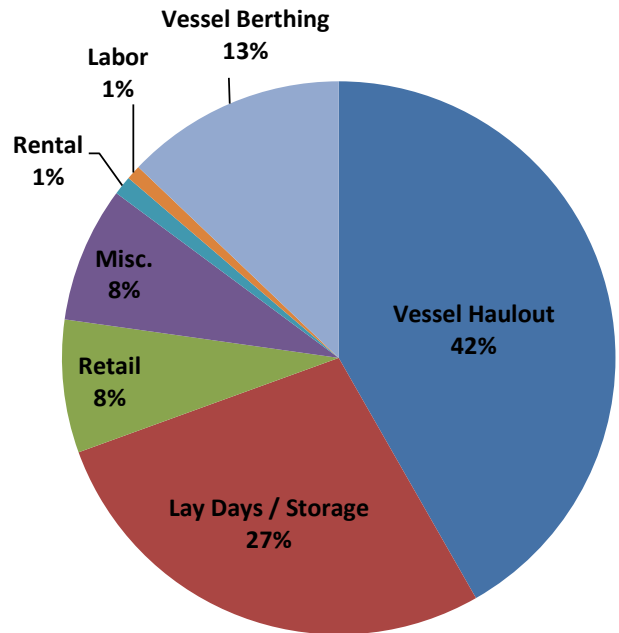
Fuel Dock Expenses



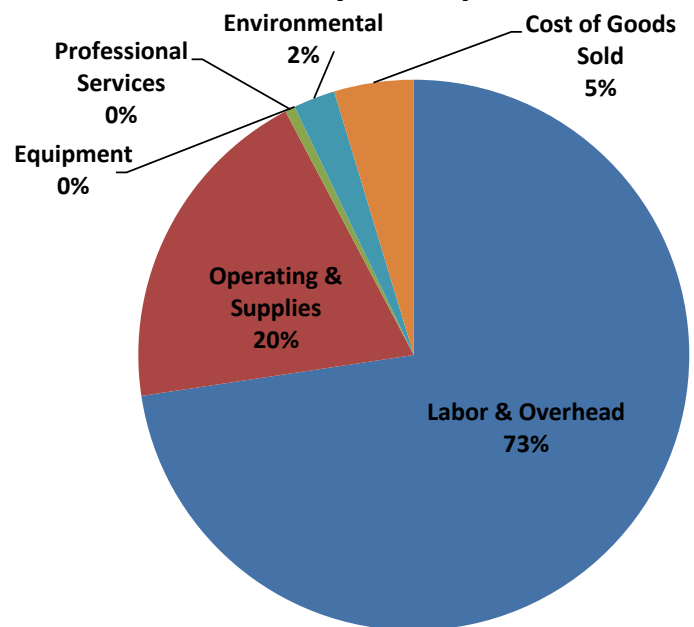
Santa Cruz Port District
Quarterly Boatyard Report
For the Three Months Ended June 30, 2026

	QTD Apr - Jun	YTD Apr - Jun	% of Budget
Boatyard Revenue			
Vessel Haulout	\$36,392	\$36,392	27%
Lay Days / Storage	\$24,167	\$24,167	19%
Retail	\$6,774	\$6,774	41%
Misc.	\$6,913	\$6,913	22%
Rental	\$970	\$970	49%
Labor	\$741	\$741	74%
Vessel Berthing	\$11,233	\$11,233	37%
Total Revenue	\$87,189	\$87,189	25%
Boatyard Expenses			
Labor & Overhead	\$70,467	\$70,467	22%
Operating & Supplies	\$19,077	\$19,077	20%
Professional Services	\$568	\$568	10%
Equipment	\$0	\$0	0%
Environmental	\$2,384	\$2,384	40%
Cost of Goods Sold	\$4,532	\$4,532	45%
Total Operating Expenses	\$97,028	\$97,028	21%
Net Profit / (Loss)	(\$9,839)	(\$9,839)	

Boatyard Revenue



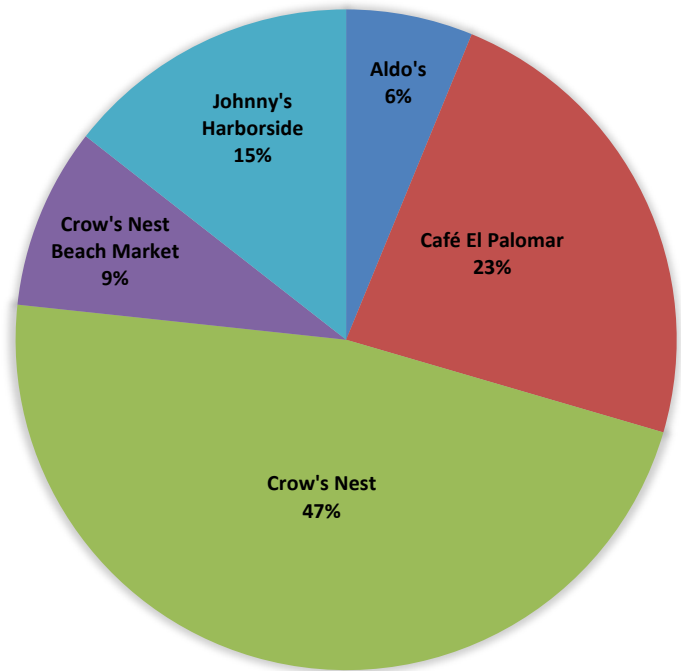
Boatyard Expenses



Santa Cruz Port District
Quarterly Concession Rent Report
For the Three Months Ended June 30, 2026

	FY 2027	
	QTD Apr - June	YTD Apr - June
Base Rent		
Aldo's	6,784	6,784
Café El Palomar	49,713	49,713
Crow's Nest	-	-
Crow's Nest Beach Market	23,100	23,100
Johnny's Harborside	29,329	29,329
Total Base Rent	\$ 108,926	\$ 108,926
% Rent		
Aldo's	9,377	9,377
Café El Palomar	11,014	11,014
Crow's Nest	122,840	122,840
Crow's Nest Beach Market	-	-
Johnny's Harborside	8,262	8,262
Total % Rent	\$151,493	\$151,493
Total Rent		
Aldo's	16,161	16,161
Café El Palomar	60,727	60,727
Crow's Nest	122,840	122,840
Crow's Nest Beach Market	23,100	23,100
Johnny's Harborside	37,590	37,590
Total Rent	\$ 260,419	\$ 260,419

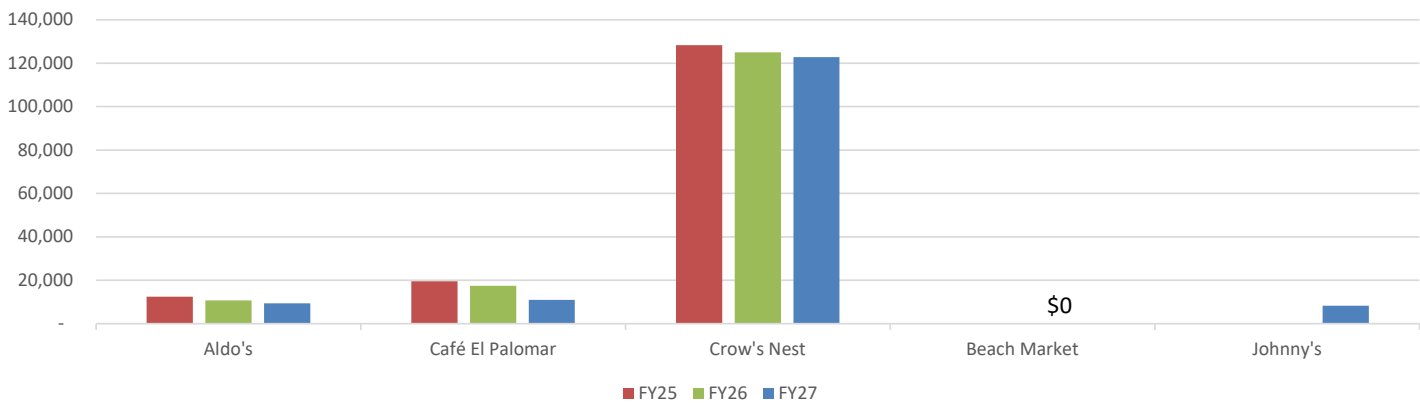
TOTAL CONCESSION RENT YTD



YTD 3-Year Concession % Rent

Tenant	FY25	FY26	FY27
Aldo's	12,416	10,703	9,377
Café El Palomar	19,567	17,410	11,014
Crow's Nest	128,285	124,976	122,840
Beach Market	-	-	-
Johnny's	-	-	8,262

PERCENTAGE RENT YTD





Local Agency Investment
Fund

P.O. Box 942809
Sacramento, CA

94209-0001

(916) 653-3001

July 02, 2026

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

SANTA CRUZ PORT DISTRICT

PORT DIRECTOR
135 5TH AVENUE
SANTA CRUZ, CA 95062

[Tran Type Definitions](#)

Account Number:

June 2026 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	322,105.47
Total Withdrawal:	0.00	Ending Balance:	322,105.47



PMIA/LAIF Performance Report as of 07/15/26



Quarterly Performance Quarter Ended 06/30/26

LAIF Apportionment Rate ⁽²⁾ :	3.92
LAIF Earnings Ratio ⁽²⁾ :	0.00010743238142967
LAIF Administrative Cost ^{(1)*} :	TBD
LAIF Fair Value Factor ⁽¹⁾ :	0.998872382
PMIA Daily ⁽¹⁾ :	3.83
PMIA Quarter to Date ⁽¹⁾ :	3.81
PMIA Average Life ⁽¹⁾ :	269

PMIA Average Monthly Effective Yields⁽¹⁾

June	3.816
May	3.810
April	3.811
March	3.826
February	3.871
January	3.931

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/26 \$193.1 billion

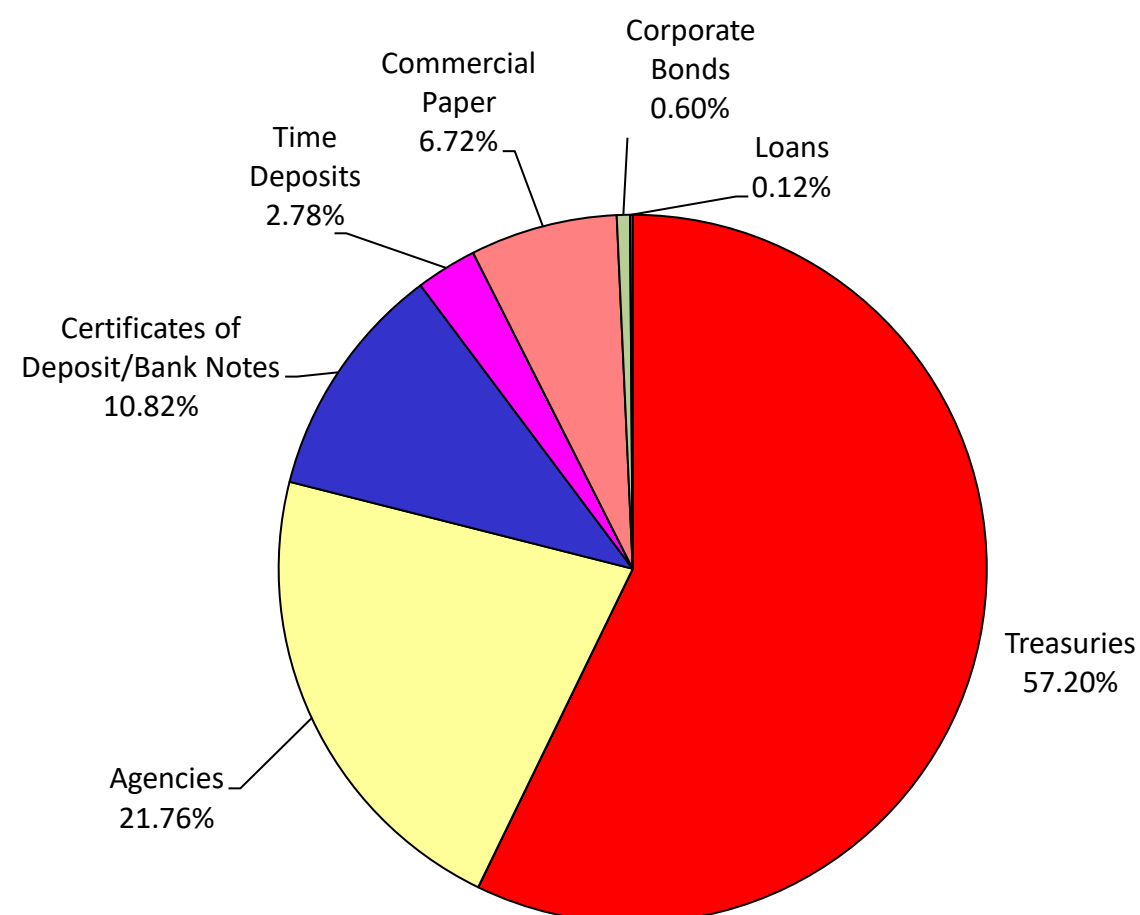


Chart does not include \$749,000.00 in mortgages, which equates to 0.0004%. Percentages may not total 100% due to rounding.

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

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



0000073-0000351 PDF 974947

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

California CLASS

California CLASS							Average Monthly Yield: 3.6996%	
	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance	
Port District Main	25,373,381.63	300,000.00	1,400,000.00	75,324.88	411,350.31	24,742,559.13	24,348,706.51	
TOTAL	25,373,381.63	300,000.00	1,400,000.00	75,324.88	411,350.31	24,742,559.13	24,348,706.51	



Account Statement

June 30, 2026

Page 2 of 3

Account Number:

Port District Main

Account Summary

Average Monthly Yield: 3.6996%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	25,373,381.63	300,000.00	1,400,000.00	75,324.88	411,350.31	24,742,559.13	24,348,706.51

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2026	Beginning Balance			25,373,381.63	
06/15/2026	Withdrawal		1,200,000.00		20534
06/29/2026	Contribution	300,000.00			20660
06/29/2026	Withdrawal		200,000.00		20659
06/30/2026	Income Dividend Reinvestment	75,324.88			
06/30/2026	Ending Balance			24,348,706.51	



California CLASS

California CLASS

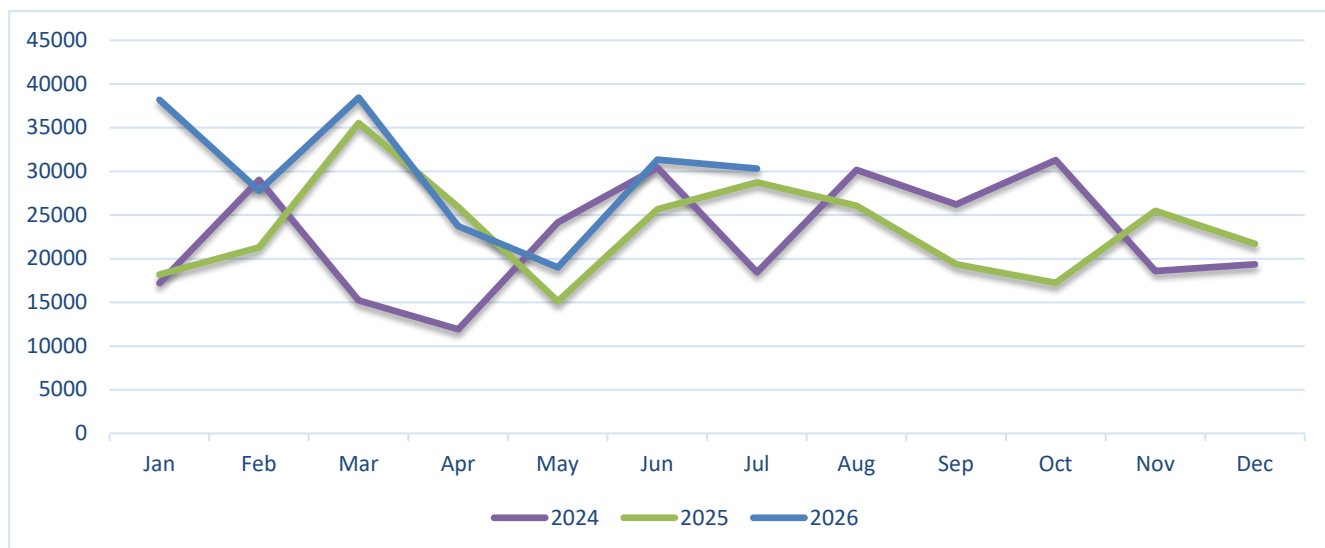
Date	Dividend Rate	Daily Yield
06/01/2026	0.000100956	3.6991%
06/02/2026	0.000100959	3.6850%
06/03/2026	0.000100723	3.6764%
06/04/2026	0.000100593	3.6716%
06/05/2026	0.000302484	3.6802%
06/06/2026	0.000000000	3.6802%
06/07/2026	0.000000000	3.6802%
06/08/2026	0.000101094	3.6899%
06/09/2026	0.000101071	3.6891%
06/10/2026	0.000100731	3.6767%
06/11/2026	0.000100840	3.6807%
06/12/2026	0.000303573	3.6935%
06/13/2026	0.000000000	3.6935%
06/14/2026	0.000000000	3.6935%
06/15/2026	0.000101914	3.7199%
06/16/2026	0.000102136	3.7280%
06/17/2026	0.000101698	3.7120%
06/18/2026	0.000406852	3.7125%
06/19/2026	0.000000000	3.7125%
06/20/2026	0.000000000	3.7125%
06/21/2026	0.000000000	3.7125%
06/22/2026	0.000101535	3.7060%
06/23/2026	0.000101421	3.7019%
06/24/2026	0.000101545	3.7064%
06/25/2026	0.000101700	3.7120%
06/26/2026	0.000305175	3.7130%
06/27/2026	0.000000000	3.7130%
06/28/2026	0.000000000	3.7130%
06/29/2026	0.000101595	3.7082%
06/30/2026	0.000101806	3.7159%

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 July 23, 2026

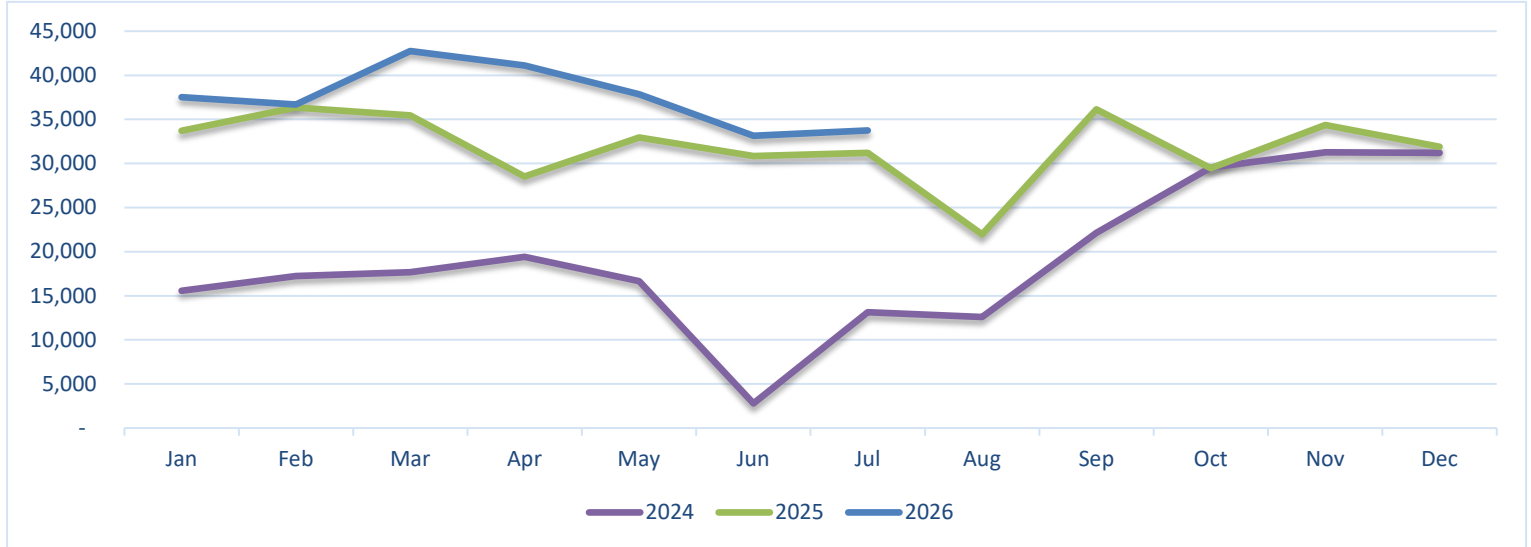
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
57057	2,335.36	873.90	297.01	0.00	3,506.27
45891	748.43	668.11	621.92	0.00	2,038.46
46736	682.94	699.20	453.80	0.00	1,835.94
58528	609.83	605.04	600.25	0.00	1,815.12
58489	598.89	594.22	573.94	0.00	1,767.05
55474	618.30	569.42	525.46	0.00	1,713.18
56573	637.94	659.44	365.93	0.00	1,663.31
106	557.40	553.03	436.48	0.00	1,546.91
48319	528.35	524.20	485.50	0.00	1,538.05
56308	700.57	694.99	25.00	0.00	1,420.56
58154	637.92	632.60	70.02	0.00	1,340.54
57928	617.07	612.23	106.35	0.00	1,335.65
56083	535.22	572.61	132.33	0.00	1,240.16
19135	530.23	526.06	115.35	0.00	1,171.64
56494	512.63	508.60	33.53	0.00	1,054.76
48956	489.71	523.56	32.27	0.00	1,045.54
55068	480.04	476.35	25.00	0.00	981.39
59168	321.05	318.63	316.20	0.00	955.88
59409	261.84	259.90	257.96	0.00	779.70
59227	253.16	251.29	249.42	0.00	753.87
58372	177.07	175.83	169.75	0.00	522.65
57736	96.50	95.92	95.33	0.00	287.75
Total	\$ 12,930.45	\$ 11,395.13	\$ 5,988.80	\$ -	\$ 30,314.38



Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of July 23, 2026

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
58618	964.31	956.82	954.74	3,130.59	6,006.46		Revoke
58883	70.93	496.13	909.13	4,521.26	5,997.45	X	Revoke
3094	546.43	512.11	836.63	2,038.97	3,934.14	X	Revoke
56212	882.82	883.90	885.04	65.27	2,717.03	X	Revoke
55602	466.10	462.55	459.00	982.87	2,370.52		Revoke
55293	567.25	562.84	558.43	532.91	2,221.43		Revoke
55885	672.83	667.57	665.16	173.99	2,179.55		Revoke
46325	-	-	38.60	1,728.53	1,767.13		Bad Debt
57912	-	-	13.40	1,730.26	1,743.66		Bad Debt
47207	352.13	349.46	197.29	351.75	1,250.63		Revoke
56971	181.99	177.45	176.20	692.72	1,228.36	X	Revoke
57958	-	-	243.01	445.23	688.24		Bad Debt
61215	102.88	102.26	101.63	271.25	578.02		Revoke
60043	179.57	178.32	177.08	26.11	561.08	X	Revoke
58302	99.83	99.80	102.67	207.20	509.50		Revoke
Total	\$ 5,087.07	\$ 5,449.21	\$ 6,318.01	\$ 16,898.91	\$ 33,753.20		





TO: Port Commission

FROM: Sean Rothwell, Assistant Harbormaster

DATE: July 1, 2026

SUBJECT: Harbor Patrol Incident Response Report – June 2026

Search and Rescue, Patrol Boat Response

- 6/6/26 Harbor Patrol responded to a report of a disabled vessel in the area of the harbor entrance. Upon arrival, Harbor Patrol contacted the operator, who indicated that the vessel had suffered a rigging failure. Harbor Patrol towed the vessel back to the launch ramp.
- 6/6/26 Harbor Patrol responded to a report of a swimmer in distress in the area of Sunny Cove Beach. Prior to arrival, the swimmer self-rescued. Harbor Patrol returned to the harbor without incident.
- 6/10/26 Harbor Patrol responded to a report of a swimmer in distress in the area of Corcoran Beach. Upon arrival, a Central Fire rescue swimmer assisted the victim, who was suffering from fatigue, onboard the patrol vessel. Harbor Patrol transported the victim and the rescue swimmer back to the harbor. No injuries reported.
- 6/10/26 Harbor Patrol responded to a report of two swimmers in distress in the area of Panther Beach. Prior to arrival, responding agencies retrieved both victims and began administering CPR on shore. Despite continued resuscitation efforts, the victims succumbed to their injuries.
- 6/10/26 Harbor Patrol responded to a report of a swimmer in distress in the area of Natural Bridges State Beach. Upon arrival, responding agencies had retrieved the victim and were administering CPR on shore, before transporting the victim to the hospital by ambulance. Harbor Patrol returned to the harbor without incident.
- 6/11/26 Harbor Patrol responded to a report of a disabled vessel in the area of Panther Beach. Upon arrival, Harbor Patrol contacted the operator and determined that the vessel had lost power. Due to the vessel's size, Harbor Patrol was unable to provide towing assistance. Harbor Patrol remained on scene until the U.S. Coast Guard arrived to assist. Once cleared by the U.S. Coast Guard, Harbor Patrol returned to the harbor without incident.
- 6/26/26 Harbor Patrol responded to a report of a kayaker in distress in the area of the Capitola Wharf. Upon arrival, Capitola lifeguards assisted the victim onboard the patrol vessel. Harbor Patrol transported the victim to the Capitola Wharf, where they were evaluated by paramedics. Minor injuries reported.

- 6/26/26 Harbor Patrol responded to a report of a disabled vessel in the area of the harbor entrance. Upon arrival, Harbor Patrol contacted the operator, who indicated that the vessel had lost its rudder. Harbor Patrol towed the vessel back into the harbor.
- 6/26/26 Harbor Patrol responded to a report of a capsized kayak in the area of the harbor entrance. Upon arrival, Harbor Patrol located four victims onboard a disabled dinghy attempting to tow the capsized kayak. Harbor Patrol assisted the victims onboard the patrol vessel and towed the dinghy and kayak back into the harbor. No injuries reported.
- 6/27/26 Harbor Patrol responded to a report of multiple paddleboarders in distress in the area of Cowell Beach. Upon arrival, Santa Cruz City Lifeguards assisted the victims safely to shore. Harbor Patrol returned to the harbor without incident.

Crime Reports, Assist Outside Department, and Incident Reports

- 6/7/26 Harbor Patrol took a hit-and-run report after a vehicle collided with a parked vehicle in the area of the concession parking lot. A review of video surveillance footage provided limited suspect information. Minor damage reported.
- 6/10/26 Harbor Patrol took an accident report after a vehicle with a trailer in tow collided with a parked trailer in the area of the north harbor dry storage parking lot. Harbor Patrol contacted both subjects and facilitated the exchange of information. Minor damage reported.
- 6/13/26 Harbor Patrol responded to a report of a submerged vessel in its slip in the area of T-Dock. Staff initiated clean-up efforts, deployed boom and absorbent pads around the vessel, and contacted the National Response Center. TowBoatUS assisted in raising and removing the vessel from the water, where it was transported to the boatyard. The vessel owner was invoiced for cost recovery.
- 6/13/26 Harbor Patrol responded to a report of an accident involving a vehicle and multiple pedestrians in the area of the launch ramp. Upon arrival, Harbor Patrol determined that two pedestrians were struck by a truck with a trailer in tow as it backed down the launch ramp. The victims declined medical attention. No injuries reported.
- 6/16/26 Harbor Patrol responded to a report of an electric bicyclist who lost control and fell in the area of J-Dock. Upon arrival, Harbor Patrol assisted the victim, who sustained minor cuts and scrapes. The victim was transported to Dominican Hospital by a family member for further evaluation.
- 6/18/26 Harbor Patrol responded to a report of a disturbance in the area of Harbor Beach. Upon arrival, Harbor Patrol contacted four juvenile subjects and observed signs of possible alcohol consumption. Harbor Patrol monitored the subjects until State Parks officers arrived. Three subjects were released into the care of their families, and one subject was taken into custody by State Parks officers for failure to identify themselves and public intoxication.
- 6/20/26 Harbor Patrol responded to a fuel spill in the area of N-Dock. Staff initiated clean-up efforts, deployed boom and absorbent pads around the suspected source, and

contacted the National Response Center. Following an investigation, the source of the spill remains undetermined.

- 6/25/26 Harbor Patrol responded to a verbal and physical altercation between a large group of people in the area of the concession parking lot. Upon arrival, Harbor Patrol determined that the altercation had concluded and monitored the situation until Santa Cruz Police Department arrived. Police officers remained on scene until the crowd dispersed.
- 6/26/26 Harbor Patrol responded to a report of a bicyclist who lost control and fell in the area of J-Dock. Upon arrival, Central Fire paramedics were administering first aid to the victim, who sustained a head injury. The victim was transported to Dominican Hospital by ambulance for further evaluation. Moderate injuries reported.

Parking Citations:

June 2026 Parking Citations: 345

June 2025 Parking Citations: 389



U.S. SENATOR ALEX PADILLA

CALIFORNIA



Certificate of Special Recognition

Presented to

*Special Districts Association of
Santa Cruz and San Benito Counties
On the occasion of*

Celebrating your inaugural meeting.

Thank you for your efforts and wishing you much success in your laudable work across the region.

March 30, 2026

DATE

A handwritten signature in blue ink, reading "Alex Padilla", is positioned above the printed name and title.

ALEX PADILLA
UNITED STATES SENATOR

July 7, 2026

To: Santa Cruz Harbor Personnel
From: Bassel Sammy Faltas
Customer Number: 56340
Re: SCH I 23

Dear Santa Cruz Harbor Team,

I would like to extend my sincere gratitude to all of the Harbor personnel for providing me with a safe haven and a wonderful community for many years. As I prepare to vacate my slip at the end of this month, I want to take this opportunity to express my appreciation for the dedication, professionalism, and care that each of you has shown throughout the years.

I would especially like to thank Blake for his exceptional leadership and for surrounding himself with a team of outstanding individuals who share his commitment to excellence. His guidance and the positive environment he has helped create at the Harbor have made a lasting impression.

I would also like to recognize Holland, Mark and the entire administrative team for their professionalism, support, and commitment to serving the Harbor community. Your efforts behind the scenes are an essential part of what makes Santa Cruz Harbor such a special place.

A heartfelt thank you goes to the Harbor Patrol team. Your dedication, courage, and willingness to put yourselves in front of others to protect and assist the Harbor community are truly admirable. Rick, Skip, and Mikie, along with the entire Harbor Patrol team, have consistently demonstrated compassion, professionalism, and a commitment to keeping others safe.

Shawn, John, David, Nikki, Landon, Kyle, and James, thank you for your kindness, support, and friendship over the years. Each of you has played a meaningful role in my experience at Santa Cruz Harbor, and I will always appreciate the positive impact you have had on my life and the lives of so many others.

I wish all of you continued health, happiness, and safety. Please know that I leave with tremendous respect, gratitude, and admiration for the important work you do every day.

With sincere appreciation and respect,

Bassel Sammy Faltas
831-234-6276



Port Commission Review Calendar / Follow-Up Items 2026-27

2026

January-March

- ✓ Committee Assignments for 2026
- ✓ Port District Priorities 2026
- ✓ Annual Review of Vessel Use List - 2025
- ✓ FY27 Budget
- ✓ Review 5-year CIP
- ✓ Annual Review of Business Use of Slips – 2025
- ✓ Annual Review of Slip Vacancy / Waiting List Statistics – 2025
- ✓ Annual Sea Scouts' Report
- ✓ Form 700 Filing (due by 3/31 each year)

April-June

- ✓ UC Santa Cruz Lease Exp. 6/30/26
- ✓ Biennial Update to Conflict-of-Interest Code
- Election Resolutions
- Dredge Report 2025-26 (postponed until August)

July-September

- Annual O'Neill Sea Odyssey 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

TBD

2027

January-March

- Committee Assignments for 2027
- Port District Priorities 2027
- Annual Review of Vessel Use List - 2026
- Annual Review of Business Use of Slips – 2026
- Annual Review of Slip Vacancy / Waiting List Statistics - 2026
- Bayside Marine Lease Exp. 1/31/27
2nd (3) year option to extend / rent review
- FY28 Budget
- Review 5-year CIP
- Annual Sea Scouts' Report
- Form 700 Filing (due by 3/31 each year)

April-June

- Chardonnay Lease Exp. 5/31/27
- Dredge Report 2026-27

July-September

- Annual O'Neill Sea Odyssey Report

October-December

- Mid-Fiscal Year Review of CIP
- Review of CalPERS Actuarial Valuation Report
- Crow's Nest Restaurant Lease Exp. 12/31/27
1st (5) year option to extend / rent review
- Ethics Training Update (due by year-end)
- Port Commission Officers for 2028

Future Calendar

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

Key

- Pending
- In process
- ✓ Done

Updated 7/23/26