



Special Public Session of April 8, 2026

**Santa Cruz Port Commission
MINUTES**

Commission Members Present:

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

SPECIAL PUBLIC SESSION – 1:00 PM

Chair Geisreiter convened the special public session at 1:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA (hybrid meeting platform).

1. Oral Communication

Vice-chair DeWitt reported that he attended the California Special Districts Association (CSDA) Legislative Days held in Sacramento on April 7-8, 2026. He stated that a written debrief will be distributed as a handout at the next regular meeting.

2. Award of Contract for Dredge Haulout Services and Authorization for Purchase of Replacement Parts (NTE \$950,000)

Discussion: Port Director MacLaurie provided an overview of the upcoming dredge haulout project, noting that extensive logistical planning has occurred over the past two years. She stated that alternative haulout locations, including the Bay Area and Moss Landing Harbor District, were evaluated, and that completing the work at the Port District's launch ramp was determined to be the most effective and cost-efficient option despite temporary impacts to parking and launch ramp operations.

Port Director MacLaurie stated that staff recommends approval of a contract with DSC Dredge (DSC) for dredge haulout services in an amount not to exceed \$675,000 (reduced from the originally proposed \$750,000). She stated that in addition to contracted services, staff requests authorization to procure replacement parts and equipment in an amount not to exceed \$200,000.

Facilities Maintenance & Engineering (FME) Manager Wulf stated that dredging operations are expected to conclude in May, with haulout targeted for the first week of June. He stated that planned work includes dredge disassembly, cleaning, sandblasting, painting, valve replacement, suction pipe replacement, fendering improvements, and related structural and electrical repairs. He stated that the dredge is anticipated to return to service within six to eight weeks, with completion targeted for the end of September.

Port Director MacLaurie noted that ordering long-lead time materials will be a priority immediately following contract approval.

A discussion ensued regarding the following:

- Haulout logistics and safety measures, including the use of a heavy-duty rotator tow truck, and inflatable balloons and rollers to haul out and position the dredge.
- Environmental and permitting requirements associated with performing the work at the launch ramp, including containment systems using scaffolding, sheeting, and tarps to minimize impacts from sandblasting and paint overspray.
- Temporary impacts to launch ramp operations and parking, including short-term launch ramp closures of approximately 1–2 days for dredge haulout and splash events, temporary use of about 9 long-trailer spaces and 15 visitor parking spaces for staging, and advance coordination and outreach to harbor users regarding closure notices.
- Future dredge maintenance planning, including documentation of haulout work and completion of a post-project condition report identifying vessel condition, recommended maintenance actions, and guidance to inform the scheduling of future haulouts.
- Coordination with other harbor construction projects, including the Demolition and Reconstruction of G & X Dock Project, and planned repaving of the launch ramp parking lot following completion of the dredge haulout work.

The Commission thanked staff for the extensive planning and coordination efforts related to the project.

- MOTION: Motion made by Commissioner DeWitt, seconded by Commissioner Goddard, to authorize the Port Director to:
- 1) Execute a contract with DSC Dredge for dredge haulout services in an amount not to exceed \$675,000; and
 - 2) Approve the purchase of replacement parts and equipment necessary to support dredge maintenance activities in an amount not to exceed \$200,000.
- *Motion carried unanimously.*

Chair Geisreiter adjourned the special public session at 1:27 PM.

Reed Geisreiter, Chair



Special Closed Session of April 22, 2026

**Santa Cruz Port Commission
MINUTES**

Commission Members Present:

Reed Geisreiter	Chair
Robert DeWitt	Vice-chair
Toby Goddard	Commissioner (<i>Via Zoom</i>)
Stephen Reed	Commissioner
Bill Lee	Commissioner

SPECIAL PUBLIC SESSION – 11:00 AM

Chair Geisreiter convened the special public session at 11:00 AM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA.

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

At 11:00 AM, Chair Geisreiter announced that the Commission will meet in closed session to discuss agenda item 3.

SPECIAL CLOSED SESSION

3. Conference with Real Property Negotiators
Property: 7th and Brommer (Southwest Parcels)
Agency Designated Representative: H. MacLaurie
Negotiating Parties: County of Santa Cruz
Under Negotiation: Property Acquisition

SPECIAL PUBLIC SESSION

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

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

Chair Geisreiter adjourned the special open session following the closed meeting at 11:49 AM.

Reed Geisreiter, Chair



Regular Public Session of April 28, 2026

Santa Cruz Port Commission MINUTES

Commission Members Present:

Reed Geisreiter	Chair
Robert DeWitt	Vice-chair
Toby Goddard	Commissioner (<i>Via Zoom</i>)
Stephen Reed	Commissioner
Bill Lee	Commissioner

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

Vice-chair DeWitt reported that he attended the California Special Districts Association (CSDA) Legislative Days held in Sacramento on April 7-8, 2026. A written debrief prepared by Vice-chair DeWitt was distributed as a handout at the meeting.

CONSENT AGENDA

3. Approval of Minutes
 - a) Regular Public Meeting of March 24, 2026
4. Award of Contract for 555 Brommer Street Metal Roof Coating Project (NTE \$30,000)

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

REGULAR AGENDA

5. Award of Contract to Flowbird for Concession Lot Parking Access and Revenue Control System (NTE \$75,000)

Discussion: Harbormaster Anderson provided an overview of Flowbird as the proposed concession lot parking access and revenue control system to replace the existing Scheidt & Bachmann equipment. He noted that the Scheidt & Bachmann system, installed in 2020, has experienced ongoing issues, frequent breakdowns, and increasing warranty costs. He stated that staff recommends replacing the current

system with a Flowbird-operated system. Additionally, he noted that Flowbird is a subsidiary of Arrive, which also owns ParkMobile and Cale, providing consistency across the District's parking systems.

A brief discussion ensued regarding the proposed Flowbird-operated system and Harbormaster Anderson confirmed the following:

- The system would operate similarly to the existing control lot configuration, including pay-on-foot stations and a pay-at-exit option through the exit gate.
- The system incorporates automatic license plate recognition (ALPR) in addition to traditional paper ticketing, providing additional payment options in cases of lost or damaged tickets.
- The expected service life of the Flowbird system is approximately 8–10 years with regular maintenance.
- Parts support is provided through a California-based technician, with primary inventory and manufacturing in Tampa and a backup warehouse in New Jersey.
- The system includes an intercom assistance feature at pay stations and exit stations, with calls routed to the Harbor Office, Parking Operations cell phone, and Harbor Patrol cell phone as needed.

MOTION: Motion made by Commissioner Lee, seconded by Vice-chair DeWitt, to authorize the Port Director to execute the contract documents with Flowbird for the concession lot parking access and revenue control system in an amount not to exceed \$75,000.

- *Motion carried unanimously.*

6. Authorization of Additional Contingency Funds – Demolition and Reconstruction of G & X Dock Project

Discussion: Port Director MacLaurie stated that staff work diligently to provide accurate project estimates, but as construction planning has progressed and submittals have advanced, the contractor has identified several necessary modifications not fully captured in the initial design phase.

Port Director MacLaurie highlighted the following anticipated change orders:

- Upgraded/stronger dock system: approximately \$450,000
- Electrical system modifications: approximately \$250,000
- Increased pile lengths from 55'/60' to 80': approximately \$1,200,000

Port Director MacLaurie stated that the changes are necessary to ensure the long-term durability, safety, and functionality of the dock system. She stated that staff recommends increasing the project contingency by \$750,000 to help absorb these additional costs and provide flexibility for any unforeseen conditions during construction, bringing the revised construction cost to \$11,625,458.

A brief discussion ensued regarding the electrical system modifications, increased pile lengths, and proposed dock system upgrades, and it was noted that the contractor will document all change orders for inclusion in the as-built plans.

Commissioner Goddard expressed concern regarding the design and engineering work completed by Transystems Corporation and stated that staff should communicate these concerns to the consultant.

The Commission expressed support for the staff recommendation to authorize the additional contingency funding in order to maintain the project schedule and support completion of the work.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Reed, to authorize an increase in contingency of \$750,000 for the Demolition and Reconstruction of G & X Dock Project
- *Motion carried unanimously.*

7. Approval of Resolution 26-02 – Adoption of the Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan 2025 Update

Discussion: Port Director MacLaurie stated that the District has participated in the Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan update since late 2024.

In response to a question posed by Chair Geisreiter, Port Director MacLaurie confirmed that inclusion in and adoption of the Plan is required for the District to become eligible for Federal Emergency Management Agency (FEMA) hazard mitigation grant funding opportunities.

Port Director MacLaurie stated that participation has been funded through a County-obtained grant, and results in no direct cost to the Port District.

Port Director MacLaurie stated that the Commission previously reviewed the draft annex and identified minor revisions. Those revisions, along with any new items identified during tonight's review will be forwarded to the County's consultant for inclusion.

The Commission expressed concern that sea level rise, tsunamis, and king tides were not adequately addressed in the Plan and requested a chart illustrating sea level elevation changes and projections.

MOTION: Motion made by Commissioner Lee, seconded by Commissioner Reed, to approve Resolution 26-02.
- *Motion carried unanimously.*

8. Approval of Cash/Payroll Disbursements – March 2026 (*There was no discussion on this agenda item*)

MOTION: Motion made by Vice-chair DeWitt, seconded by Commissioner Goddard, to approve cash and payroll disbursements for March 2026, in the amount of \$1,610,734.88.

- *Motion carried unanimously.*

INFORMATION

9. Port Director's Report

Port Director MacLaurie stated that staff received positive feedback following a recent visit by representatives from CalOES and noted that the District was recognized for its timely submittal of project materials, organized documentation practices, and responsiveness throughout the reimbursement process.

Port Director MacLaurie provided an update regarding dredge reimbursement funding. She stated that funding has been secured for FY26 in the Corps' workplan and that efforts are underway to secure FY27 funding.

10. Harbormaster's Report

Harbormaster Anderson stated that salmon season is underway and that current fishing activity has not yet reached projected quota levels. He stated that the California Department of Fish and Wildlife has reported fewer than 1,000 fish counted to date.

Harbormaster Anderson stated that training for new water taxi operators is scheduled for Thursday, April 30, 2026. He stated that annual vessel maintenance has been completed and that water taxi operations are anticipated to commence on Saturday, May 2, 2026.

A brief discussion ensued regarding the implementation of ParkMobile for harbor-wide visitor parking. Harbormaster Anderson stated that ParkMobile will replace coin-operated meters, reducing reliance on cash handling and improving operational efficiency. He noted that visitors will be able to pay for parking using the ParkMobile application, QR code scan, or text-to-park functionality. Cale machines will remain in place and continue to accept cash payments.

11. Facilities Maintenance & Engineering Manager's Report

Port Director MacLaurie stated that dredging operations are scheduled to conclude on Wednesday, April 29, 2026, with demobilization activities to follow. She stated that the dredge is expected to return to its mooring location in the north harbor in May.

Port Director MacLaurie stated that the timeline for the dredge haulout remains tentative, with a preliminary target date of June 9, 2026, subject to favorable low tide conditions and contractor availability.

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

In response to a question posed by Commissioner Lee, Port Director MacLaurie stated that once decommissioned as part of the Murray Street Bridge project, the existing sewer pipeline will remain buried in place on the harbor floor. She stated that the buried pipeline does not present any significant risk of electrolysis.

13. Annual Review of Slip Vacancy / Waiting List Statistics – 2025

In response to a question posed by Chair Geisreiter, Harbormaster Anderson stated that the reported vacancy rate for the North Harbor 45-foot category is attributable to the slips lost during the storm surge event on December 23, 2024. He stated that the vacancies are expected to be filled immediately upon completion of the G & X Dock Replacement Project.

14. Biannual Sea Scouts' Report

Regarding the Sea Scouts' request to waive or reduce slip fees, Commissioner Lee expressed support for revisiting the prior Port Commission action adopting a standardized 50 percent discount structure for qualifying public benefit operators.

Regarding the Sea Scouts' request for landside storage, Port Director MacLaurie stated that staff advised the Sea Scouts to submit a detailed proposal for consideration of the requested 20-foot storage container.

15. Financial Reports

- a) Comparative Seasonal Revenue Graph
- b) Quarterly Comparative Budget Report
- c) Quarterly Employee Count
- d) Quarterly Fuel Sales Report
- e) Quarterly Boatyard Report
- f) Quarterly Concession Percentage Rent Report
- g) LAIF & CLASS Statements

In response to a question posed by Chair Geisreiter, Finance Officer Eldridge stated that the District's auditors will be on-site in the coming weeks for year-end closing procedures.

16. Delinquent Account Reporting

Harbormaster Anderson stated that the collections process for delinquent accounts remains ongoing and that most accounts are ultimately resolved through payment arrangements; however, some accounts are determined to be uncollectible and result in revocation.

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

18. Written Correspondence (*There was no discussion on this agenda item*)
 - a) CSDA Call for Nominations – Board of Directors, Seat C
 - b) Letter from Commissioner Geisreiter to the California Fish and Game Commission
 - c) Letter from Barry Whittall and Andreas Kesting to the Port Commission
 - d) Letter from Port Director MacLaurie to the Moss Landing Harbor District Board of Commissioners

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

Chair Geisreiter adjourned the regular public session at 6:15 PM.

Reed Geisreiter, Chair



TO: Port Commission
FROM: Renee Ghisletta, Administrative Services Officer
DATE: May 26, 2026
SUBJECT: Approval of Month-to-Month Rental Agreement for 2222 East Cliff Drive, Suite 208
(Tenant: Camilla J. Manheimer)

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

BACKGROUND

The Port District solicited bids for the office space located at 2222 East Cliff Drive, Suite 208, after the previous tenant provided notice and vacated the space on March 31, 2026.

The prospective tenant, Camilla J. Manheimer, has a master's degree in marriage and family therapy and has been practicing in Santa Cruz since 2022. Ms. Manheimer proposes to utilize the premises as an office space.

Ms. Manheimer is prepared to take over the premises beginning June 1, 2026, with terms as outlined below.

ANALYSIS

Terms: Month-to-Month
Tenant: Camilla J. Manheimer
Space: 2222 East Cliff Drive, Suite 208 (165 SF)
Rent: \$884.40 / mo. (\$5.36/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 \$10,613 per year in concession income.

ATTACHMENTS: A. Draft Rental Agreement – 2222 East Cliff Drive, Suite 208

**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: May 19, 2026 Term: Month to Month
 Tenant: Camilla J. Manheimer
 Property: 2222 East Cliff Drive, Suite 208, Santa Cruz, CA 95062
 Premises: Office Space (approx. 165 SF)

	<i>Fixed Minimum</i>	<i>Time Period</i>	<i>Percentage Rent</i>	<i>Based On</i>
Rent:	<u>\$884.40</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>June 1, 2026</u>
Rent Adjusted:	<u>annually</u>	on:	<u>April 1</u>	based on:	<u>SF Bay Area CPI</u>
Deposit:	<u>\$884.40</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>Camilla J. Manheimer</u>
	<u>Attn: Port Director</u>	<u>522 Maple Street</u>
	<u>135 5th Avenue</u>	<u>Aptos, CA 95003</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.

5. Use.

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

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

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

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

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

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

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

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

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

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

7. Construction of Improvements.

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

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

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

8. Taxes and Assessments.

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

10. Indemnification.

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

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

11. Maintenance and Repairs.

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

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

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

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

13. Assignment and Subletting.

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

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

14. Damage or Destruction.

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

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

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

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

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

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

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

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

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

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

15. Eminent Domain.

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

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

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

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

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

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

(a) Tenant Default

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Subordination.

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

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

20. Landlord's Right to Reenter.

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

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

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

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

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

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

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

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

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

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

29. General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"LANDLORD"

SANTA CRUZ PORT DISTRICT
COMMISSION,
a political subdivision

By _____
Holland MacLaurie
Port Director

"TENANT"

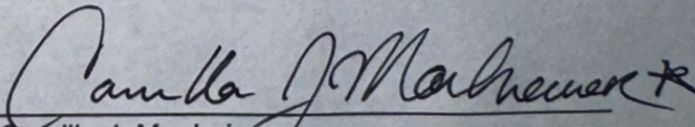
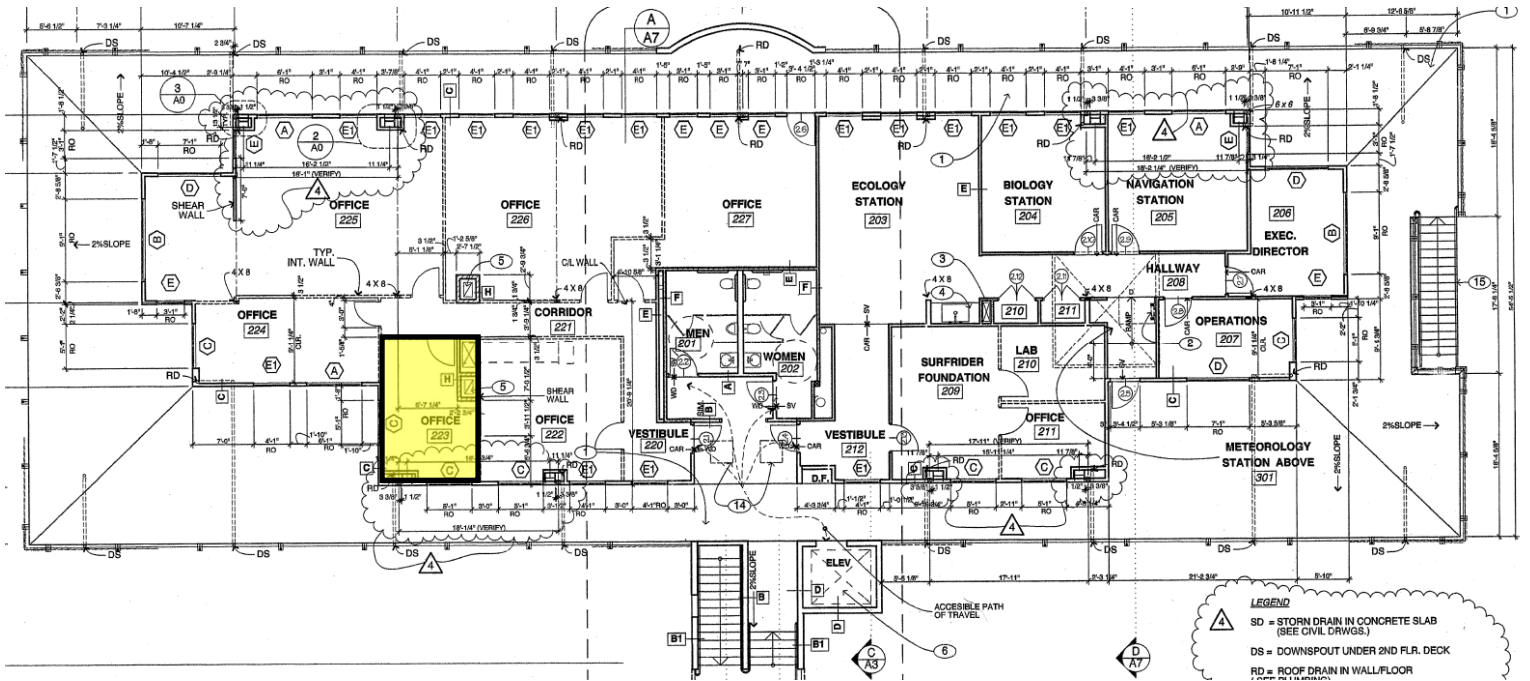
By 
Camilla J. Manheimer
Marriage and Family Therapist

EXHIBIT A

PREMISE MAP

2222 East Cliff Drive, Suite 208





TO: Port Commission

FROM: Blake Anderson, Harbormaster

DATE: May 8, 2026

SUBJECT: Award of Contract for California State Parks Ocean Lifeguard Services (NTE \$36,993)

Recommendation: Award a contract for California State Parks Ocean Lifeguard Services.

BACKGROUND

Since 2019, the Port District has contracted with State Parks to provide professional lifeguarding services on Harbor Beach. This interagency partnership provides the Port District with professional lifeguarding services for Harbor Beach, while avoiding the need to create and maintain its own lifeguard program.

ANALYSIS

The proposed agreement covers lifeguard services for Harbor Beach to ensure proper staffing during the summer season. The proposed contract includes:

- Full-time staffing from Memorial Day through Labor Day.
- Training shifts in April.
- Additional coverage during holiday weekends.
- Flexibility to adjust shift scheduling to maximize public safety.

State Parks has estimated the contract amount at \$36,993, though actual costs typically average \$17,600 per year.

IMPACT ON PORT DISTRICT RESOURCES

Adequate funding for this contract is included in the FY27 Operating Budget.



TO: Port Commission

FROM: Renee Ghisletta, Administrative Services Officer

DATE: May 12, 2026

SUBJECT: Approval of Lease Amendment for UCSC Community Boating Program

Recommendation: Approve the Eighth Amendment to lease.

BACKGROUND

The UCSC boating program utilizes dock, rowing rack, jet float, and landside storage space at and near FF Dock, pursuant to an original lease agreement dated May 1997. While temporarily displaced due to ongoing Murray Street Bridge construction activities, the current lease, as modified by Amendments 1 through 7, is set to expire on June 30, 2026.

Staff met with representatives from UCSC's Real Estate Division to discuss execution of an Eighth Amendment to extend the lease term. A nine-year extension was selected, establishing a new lease term of July 1, 2026, through June 30, 2035.

ANALYSIS

Under the current lease, a market value rate is assigned to each space that is rented by UCSC, and a 50% public service discount is applied to certain portions of the leasehold.

The Real Estate Division at UCSC has reviewed and approved the Eighth Amendment to Lease as presented. All other terms of the lease remain unchanged. In accordance with Section 72.0 of the California Harbors and Navigation Code and Section 6066 of the California Government Code, the proposed lease amendment has been publicly noticed and advertised.

IMPACT ON PORT DISTRICT RESOURCES

Approval of this lease will generate approximately \$33,933 annually in rent revenue, consisting of \$13,236 in base lease rent (reflecting a 50% public service discount already applied) and \$20,697 in additional slip rent in accordance with the District's fee schedule.

ATTACHMENTS: A. Eighth Amendment to Lease

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
EIGHTH AMENDMENT OF LEASE
THE REGENTS AS TENANT**

THIS EIGHTH AMENDMENT OF LEASE is made and entered into as of the latest date of execution set forth below (“Effective Date”) by and between the SANTA CRUZ PORT DISTRICT COMMISSION, a political subdivision (“Landlord”), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (“Tenant”).

Landlord and Tenant hereby agree as follows:

1. The Lease between the parties dated May 1, 1997, as further amended on September 1, 1997; November 20, 2000; April 26, 2007; April 10, 2012, May 26, 2015, February 28, 2017, and June 27, 2023, which relates to the Premises located at the Santa Cruz Small Craft Harbor at 135 Fifth Avenue in Santa Cruz, California, is hereby amended as follows:

a. In Section 1 titled “Rental of Premises,” section titled “Term,” is deleted in its entirety and replaced with the following:

“Term: July 1, 2026 – June 30, 2035”

b. In Section 2 titled “Term,” is deleted in its entirety and replaced with the following:

“The Lease expires June 30, 2026. The parties agree to extend the term for nine (9) years, commencing July 1, 2026, and ending June 30, 2035 (the “Lease Term”).”

Except as expressly amended above, the terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment of Lease on the date last written above.

LANDLORD:

SANTA CRUZ PORT
DISTRICT COMMISSION

By: _____

Title: _____

Date: _____

TENANT:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

Title: _____

Title: _____



TO: Port Commission
 FROM: Holland MacLaurie, Port Director
 DATE: May 19, 2026
 SUBJECT: Consideration of Additional Excess Liability Insurance Coverage

Recommendation: *Review and provide direction regarding the purchase of an additional \$5 million excess liability insurance layer.*

BACKGROUND

The Port District purchases a variety of insurance coverage on an annual basis, including Marine General Liability and Excess Liability Layers (including Bumbershoot).

Marine general liability insurance is purchased to provide coverage to the District for bodily injury, personal injury, and property damage caused by the District’s operation or injuries that occur on the District’s premises, while excess liability layers (including bumbershoot policies) are purchased to provide additional limits to sit above the District’s marine general liability policy.

Up until FY24, the District historically maintained approximately \$15–16 million in combined general and excess liability insurance coverage. However, during the FY24 renewal cycle, rapidly increasing insurance premiums made it financially impractical to maintain those coverage levels. As a result, the District elected to reduce its total liability coverage to \$10 million in order to balance risk management needs with escalating premium costs.

Since FY24, the District has continued to maintain the reduced \$10 million coverage limit, which may not be adequate given the scale and complexity of District operations. Due to the District’s favorable claims history over the past several years, insurance premium rates have begun to stabilize and decline, allowing the District to consider the purchase of an additional \$5 million excess liability layer to restore total liability coverage limits to \$15 million, which is closer to the levels historically maintained.

ANALYSIS

As of April 1, 2026, the Port District is carrying \$10 million in general and excess liability coverage:

Type	Coverage	Cost
1 st Excess Layer	\$5 Million	\$288,750
Bumbershoot	\$4 Million	\$480,000
General Liability ¹	\$1 Million	\$405,194
Taxes & Fees	N/A	N/A
TOTAL:		\$1,173,944

¹ Port District carries 22%.

The FY27 budget allocated \$1,565,304 toward insurance-related expenses. All FY27 insurance premiums have since been bound at a total cost of approximately \$1,465,019, resulting in budgetary savings of approximately \$100,285. Given these savings, staff requested that the District’s insurance broker, Lockton, provide a pricing option for an additional \$5 million excess liability layer to restore the District’s total liability coverage limits closer to historically maintained levels. Lockton subsequently provided a quote for a 2nd Excess Liability Layer in the amount of \$5 million at an annual premium cost of approximately \$170,000.

If purchased, the District’s total coverage limit would increase from \$10 million to \$15 million, as demonstrated below:

Type	Coverage	Cost	
2 nd Excess Layer	\$5 Million	\$170,000 <i>(Not Purchased)</i>	2nd Excess Liability Layer (\$5M)
1 st Excess Layer	\$5 Million	\$288,750 <i>(Purchased)</i>	1st Excess Liability Layer (\$5M)
Bumbershoot	\$4 Million	\$480,000 <i>(Purchased)</i>	Bumbershoot (\$4M)
General Liability	\$1 Million	\$405,194 <i>(Purchased)</i>	General Liability (\$1M)
Taxes and Fees	N/A	N/A	
TOTAL:		\$1,343,944	

IMPACT ON PORT DISTRICT RESOURCES

If the Commission elects to proceed with purchasing the additional second excess liability insurance layer, staff recommends utilizing the approximately \$100,000 in realized FY27 insurance budget savings, with the remaining balance funded through unrestricted cash reserves. The Port District’s available cash balance as of May 19, 2026, is approximately \$7.1 million.

ATTACHMENTS: A. Cash on Hand as of May 19, 2026

CASH FLOW PROJECTION

5/19/2026

SOURCE/LOCATION

CASH ON HAND	27,486,041
MONTHLY REVENUES	1,025,000
MONTHLY EXPENSES	(900,000)
DEBT SERVICE	
INSURANCE PREMIUMS	
ESTIMATED CASH ON HAND->>>	27,611,041

Fund

Dredge Intermediate	322,306
Reserve Fund	1,829,776
Cap. Improv.	18,192,072
Election	50,449
PEMHCA	0
Total Designated Funds	\$ 20,394,603
Comerica + WCCB	1,871,000
LAIF + CLASS	25,615,041
Total Cash on Deposit	\$ 27,486,041
Available Cash	\$ 7,091,438
BBVA Reserve	1,095,633
TOTAL CASH	\$ 8,187,071
Cash Available (not held @ BBVA)	\$ 7,091,438

Santa Cruz Port District
Monthly Accounts Payable Check Register
April 2026

Date	No.	Vendor	Description	Amount
4/8/2026	63067	Cushman Contracting Corporation	Demolition and Reconstruction of G & X Docks Project Progress Payment	\$ 855,967.86
4/14/2026	10001	Ace Portable Services	Portable Toilet Rental	\$ 236.71
4/14/2026	10002	Allied Administrators	Dental Insurance	\$ 3,117.15
4/14/2026	10003	Allied Universal	Security Patrol (February)	\$ 5,713.80
4/14/2026	10004	Amazon Capital Services	Patrol Vessel Hose Flush Connection	\$ 32.23
4/14/2026	10005	AmeriDyn	Accounts Payable Automation System Implementation	\$ 962.50
4/14/2026	10006	Anderson Pacific	F-Dock Temporary Transformer Rental & North Harbor Transformer Replacement Project Retention	\$ 110,876.35
4/14/2026	10007	A Sign ASAP!	Patrol Truck Decals, RV Park Signage	\$ 520.22
4/14/2026	10008	B AND B Small Engine	Boatyard Pressure Washer Repair	\$ 431.18
4/14/2026	10009	Barbara Banthien	Security Deposit Refund	\$ 113.70
4/14/2026	10010	Batteries + Bulbs	Parking Meter Batteries	\$ 34.77
4/14/2026	10011	Bayside Oil II, Inc.	Boatyard Paint Chip Disposal	\$ 654.00
4/14/2026	10012	Beaulieu, James	Security Deposit Refund	\$ 65.08
4/14/2026	10013	Big Creek	413 Lake Avenue Trim, Bench Lumber Replacement	\$ 140.02
4/14/2026	10014	Blake Anderson	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10015	Bobby's Pit Stop, Inc.	Maintenance Vehicle Pre-Purchase Inspection	\$ 240.00
4/14/2026	10016	Brass Key Locksmith, Inc.	Patrol Vehicle Keys	\$ 219.28
4/14/2026	10017	Brink's Incorporated	Deposit Courier Services	\$ 215.87
4/14/2026	10018	Campground Consulting Group	Consulting Services: 7th Avenue & Brommer Street Southwest Parcels	\$ 429.00
4/14/2026	10019	ClearPath Technologies LLC	Monthly IT & Cyber Security Services, Managed Detection & Response Services (SLCGP Grant Reimbursable)	\$ 4,125.00
4/14/2026	10020	Complete Mailing Service	Statement Mailing & Postage	\$ 604.88
4/14/2026	10021	County of Santa Cruz Auditor	Citation Tax (February)	\$ 1,837.50
4/14/2026	10022	County of Santa Cruz DPW	7th Avenue & Brommer Street Overflow Parking Lot Rental	\$ 1,200.00
4/14/2026	10023	Cushman Contracting Corporation	Demolition & Reconstruction of FF-Dock Project Final Payment	\$ 19,198.25
4/14/2026	10024	Data Ticket, Inc.	Citation Processing (February)	\$ 436.45
4/14/2026	10025	David Hill	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10026	Department of Industrial Relations	Elevator Inspection - 2222 East Cliff Drive	\$ 225.00
4/14/2026	10027	Dunn-Edwards Corporation	Striping Paint	\$ 401.95
4/14/2026	10028	Emergency Vehicle Equipment	Patrol Vehicle Outfitting	\$ 3,034.40

Santa Cruz Port District
Monthly Accounts Payable Check Register
April 2026

Date	No.	Vendor	Description	Amount
4/14/2026	10029	Environmental Logistics	Hazmat Disposal	\$ 3,192.00
4/14/2026	10030	Ewing Irrigation Products, Inc.	Irrigation Fittings	\$ 40.35
4/14/2026	10031	FedEx	Shipping	\$ 90.75
4/14/2026	10032	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 422.27
4/14/2026	10033	Gottlieb, Landon	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10034	Grainger	Disposable Gloves	\$ 155.34
4/14/2026	10035	Granite Construction Company	Launch Ramp Sinkhole Repair Project Final Payment	\$ 42,469.50
4/14/2026	10036	Haro Kasunich & Associates, Inc.	Engineering Services: Launch Ramp Sinkhole Repair Project	\$ 540.00
4/14/2026	10037	HD Supply Facilities Maintenance, Ltd.	Janitorial Supplies	\$ 1,606.21
4/14/2026	10038	James Hudson	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10039	John Haynes	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10040	Jonas, David	Credit Balance Refund	\$ 21.25
4/14/2026	10041	Kingdom, Kyle	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10042	Linde Gas & Equipment, Inc.	Welding Gas	\$ 375.86
4/14/2026	10043	West Series of Lockton Companies, LLC	FY27 Cyber Security Insurance Premium	\$ 4,099.34
4/14/2026	10044	Lubin Olson & Niewiadomski LLP	Legal Consultation	\$ 448.00
4/14/2026	10045	Donald Markle	Security Deposit Refund	\$ 1,003.20
4/14/2026	10046	Isaiah Alexander Martisus	Security Deposit Refund	\$ 668.41
4/14/2026	10047	McDermott, Dick	497 Lake Avenue Installment Payment	\$ 4,535.45
4/14/2026	10048	Melrose, Rick	Quarterly Uniform Allowance	\$ 100.00
4/14/2026	10049	Mesiti-Miller Engineering, Inc.	Engineering Services: Launch Ramp Sinkhole Repair Project	\$ 526.70
4/14/2026	10050	Mission Uniform Service	First Aid Supply, Linens, Uniform Service	\$ 282.33
4/14/2026	10051	Monterey Bay Analytical Services	Stormwater Testing	\$ 206.00
4/14/2026	10052	Mutual of Omaha	LTD/Life/AD&D Insurance	\$ 1,028.09
4/14/2026	10053	Niki Rothwell	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10054	Operating Engineers	Union Dues (Payroll Deduction)	\$ 360.00
4/14/2026	10055	Outdoor Supply Hardware	Parking Lot Striping Paint	\$ 43.21
4/14/2026	10056	Priors Tires	Hyster Forklift Tire	\$ 311.53
4/14/2026	10057	Ramos Oil Company	<i>Twin Lakes</i> Fuel	\$ 52,005.85
4/14/2026	10058	RDO Equipment Co.	<i>Squirt</i> Alternator	\$ 818.34
4/14/2026	10059	Jeff Reber	Credit Balance Refund	\$ 19.19
4/14/2026	10060	Brandis Roumasset	Security Deposit Refund	\$ 113.70

Santa Cruz Port District
Monthly Accounts Payable Check Register
 April 2026

Date	No.	Vendor	Description	Amount
4/14/2026	10061	Santa Cruz Tire & Auto Care	Patrol Vehicle Oil Change	\$ 102.35
4/14/2026	10062	SC Fuels	Fuel Dock Gas & Diesel	\$ 41,248.50
4/14/2026	10063	Santa Cruz Municipal Utilities	Utilities	\$ 4,034.00
4/14/2026	10064	Sean Rothwell	Quarterly Uniform Allowance	\$ 190.00
4/14/2026	10065	South Bay Regional Public Safety Consortium	Deputy Harbormaster PC 832 Laws of Arrest Training Course	\$ 151.00
4/14/2026	10066	Michael Staley	Security Deposit Refund	\$ 195.00
4/14/2026	10067	Staples Business Advantage	Office Supplies	\$ 84.07
4/14/2026	10068	Uline	Disposable Gloves	\$ 132.52
4/14/2026	10069	U.S. Bank Equipment Finance	Copier Leases	\$ 305.55
4/14/2026	10070	Vel-Com	Launch Ramp Data Cable Replacement	\$ 3,250.00
4/14/2026	10071	Verizon Wireless	Cell Phone & Tablet Service	\$ 267.06
4/14/2026	10072	West Marine Pro	<i>Patrol Boat Kinnamon</i> Transducer & Cable	\$ 416.14
4/14/2026	10073	West Marine Pro	Boatyard Retail Items	\$ 2,617.80
4/24/2026	10074	AAA Workspace	Office Supplies	\$ 205.21
4/24/2026	10075	Allied Universal	Security Patrol (March)	\$ 5,802.80
4/24/2026	10076	Amazon Capital Services	Socket Puller, Bilge Pump	\$ 318.65
4/24/2026	10077	Amerigas	Ancillary Equipment Fuel	\$ 130.06
4/24/2026	10078	AT&T	Telephone	\$ 359.21
4/24/2026	10079	Axon Enterprise, Inc.	Annual Body Worn Camera License	\$ 6,649.11
4/24/2026	10080	Big Creek	413 Lake Avenue Repair Lumber, 7th & Brommer Dry Storage Fencing, Marine Plywood	\$ 1,044.28
4/24/2026	10081	CA Department of Parks and Recreation	September 2025 Lifeguard Services	\$ 497.96
4/24/2026	10082	Cale America, Inc.	Monthly Service	\$ 1,399.32
4/24/2026	10083	Comcast	Business Internet	\$ 506.25
4/24/2026	10084	County of Santa Cruz Auditor	Citation Tax (March)	\$ 2,162.50
4/24/2026	10085	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 164.70
4/24/2026	10086	Robert DeWitt	Travel Expense Reimbursement (2026 Special Districts Legislative Days)	\$ 908.04
4/24/2026	10087	Dunn-Edwards Corporation	Rust Converting Primer	\$ 655.03
4/24/2026	10088	Ecosystems West	Annual Endangered Species Training (Dredge Department)	\$ 1,910.00
4/24/2026	10089	FedEx	Shipping	\$ 13.92

Santa Cruz Port District
Monthly Accounts Payable Check Register
 April 2026

Date	No.	Vendor	Description	Amount
4/24/2026	10090	Grainger	Generator Exhaust Rain Cap, <i>Twin Lakes</i> Service Water Pressure Relief Valve & Strainer, Safety Signage, Forklift Back-Up Alarm, Bird Repellent, Maintenance Vehicle Tool Box, <i>Squirt</i> Battery Relay, Paint Trays	\$ 4,809.58
4/24/2026	10091	Chad Greer	Security Deposit Refund	\$ 131.29
4/24/2026	10092	Linde Gas & Equipment, Inc.	Welding Supplies	\$ 4,501.93
4/24/2026	10093	West Series of Lockton Companies, LLC	FY27 Dry Property, Excess Liability, & Marine General Liability Insurance Premiums	\$ 1,365,492.22
4/24/2026	10094	Marina Ware	Replacement Dock Gate Locks, Key Fobs for Resale, Security Camera Upgrades	\$ 15,603.16
4/24/2026	10095	McMaster-Carr Supply Company	Hose Fittings	\$ 313.37
4/24/2026	10096	Melrose, Rick	Employee Expense Reimbursement: WhenWork Subscription	\$ 254.84
4/24/2026	10097	Mid County Auto Supply	<i>Twin Lakes</i> Generator Filters, Maintenance Vehicle Wiper Blades, Oil, & Filter	\$ 286.40
4/24/2026	10098	Mission Uniform Service	First Aid Supply, Linens, Uniform Service	\$ 585.17
4/24/2026	10099	Moore & Sons Outboard Motors, Inc.	<i>Scout</i> Fuel Pump, <i>Patrol Boat Kinnamon</i> Oxygen Sensor	\$ 1,555.23
4/24/2026	10100	Outdoor Supply Hardware	Fasteners, Tie Wire, Signage Hardware, Paint Pails, Saw Blades, Sealant, Furniture Glides	\$ 215.91
4/24/2026	10101	Pacific Gas & Electric Company	Utilities	\$ 31,862.41
4/24/2026	10102	Peterson	<i>Twin Lakes</i> C-18 & C-32 Engines Extended Warranties	\$ 17,250.00
4/24/2026	10103	Priors Tires	Forklift Tire Replacements	\$ 623.07
4/24/2026	10104	San Lorenzo Lumber	Hardware, Fasteners, Bit Set	\$ 106.49
4/24/2026	10105	Santa Cruz County Environmental Health Services	Boatyard Hazmat Permit Fee	\$ 1,236.00
4/24/2026	10106	Santa Cruz Sentinel	Legal Advertising - Request for Proposal (Demolition and Reconstruction of G & X Docks Project)	\$ 138.60
4/24/2026	10107	SC Fuels	Fuel Dock Gas & Diesel	\$ 40,096.93
4/24/2026	10108	Scheidt & Bachmann	Monthly Service	\$ 2,861.64
4/24/2026	10109	Santa Cruz Municipal Utilities	Utilities	\$ 21,656.63
4/24/2026	10110	Trionic Corp.	Dock Box Hardware	\$ 419.39
4/24/2026	10111	US Relay	Webcam Service	\$ 484.00
4/24/2026	10112	Ventura Hydraulic & Machine Works	<i>Squirt</i> & <i>Twin Lakes</i> Cylinder Deposit	\$ 8,007.38
4/24/2026	10113	Mark Larsen	413 Lake Avenue & Harbor Office Window Cleaning	\$ 400.00
4/24/2026	10114	West Marine Pro	Bilge Pump, Vessel Wiring	\$ 598.81
4/24/2026	10115	West Marine Pro	Boatyard Retail Items	\$ 1,132.90
4/29/2026	11006	AmeriDyn	Accounts Payable Automation System Implementation	\$ 332.50

Santa Cruz Port District
Monthly Accounts Payable Check Register
April 2026

Date	No.	Vendor	Description	Amount
4/3/2026	Various	Various Employees	3/16/26-3/31/26 Payroll	\$ 7,885.22
4/20/2026	Various	Various Employees	4/1/26-4/15/26 Payroll	\$ 7,717.40
4/1/2026	EFT	American Express	Fuel Dock Credit Card Fees	\$ 44.92
4/1/2026	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 17.50
4/1/2026	EFT	Fiserv	RV Park Credit Card Fees	\$ 1,453.51
4/1/2026	EFT	Fiserv	RV Park ACH Fees	\$ 10.00
4/1/2026	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,889.24
4/1/2026	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 714.67
4/1/2026	EFT	Merchant Services	CALE Credit Card Fees	\$ 1,281.50
4/1/2026	EFT	Merchant Services	Fuel Dock Credit Card Fees	\$ 537.35
4/1/2026	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 606.26
4/1/2026	EFT	Transaction Express	Online Billpay ACH Fees	\$ 892.62
4/1/2026	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 3,006.17
4/3/2026	EFT	PAYCHEX	3/16/26-3/31/26 Payroll Direct Deposit	\$ 80,157.33
4/3/2026	EFT	PAYCHEX	3/16/26-3/31/26 Payroll Taxes	\$ 39,381.68
4/3/2026	EFT	PAYCHEX	Payroll Service Fees	\$ 938.49
4/3/2026	EFT	California State Disbursement Unit	Wage Garnishment	\$ 322.75
4/3/2026	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00
4/6/2026	EFT	CalPERS	Health Insurance	\$ 61,031.72
4/6/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 11,932.93
4/6/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,544.22
4/6/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,906.79
4/6/2026	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 5,781.23
4/3/2026	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 257.31
4/7/2026	EFT	Comerica Commercial Card Services	Kayak Float Ladder, Shed Paint, Business Internet, Tax Forms, Driver License Record Request, Restroom Signage, Office Supplies, Walkway Signage, Power Tools & Batteries, Dock Lighting, Maintenance Vehicle Lift Gate, <i>Dauntless</i> Steering Lever, Dredge Vehicle Bed Liner, Pesticide Applicators Association Annual Membership, Calibration Gas, Caulking, Office Space Advertising, Zoom Subscription, 2222 East Cliff Drive Signage (\$765.35 Tenant Reimbursable), Notary Public Stamp, Recruitment Advertising, Patrol Vehicle Registration, Maintenance Vehicle Hood Repair & Paint	\$ 12,201.74
4/9/2026	EFT	Comerica Bank	Service Charges	\$ 807.26
4/10/2026	EFT	Campspot	RV Park Reservation System	\$ 1,100.90

Santa Cruz Port District
Monthly Accounts Payable Check Register
 April 2026

Date	No.	Vendor	Description	Amount
4/10/2026	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$ 24.16
4/14/2026	EFT	California Department of Tax and Fee Administration	Sales Tax Return	\$ 3,346.00
4/14/2026	EFT	California Department of Tax and Fee Administration	Underground Storage Tank Maintenance Return	\$ 407.00
4/16/2026	EFT	Deluxe For Business	Accounts Payable Check Envelopes	\$ 383.54
4/16/2026	EFT	GoTo Communications, Inc.	IP Telephone System	\$ 513.11
4/20/2026	EFT	PAYCHEX	4/1/26-4/15/26 Payroll Direct Deposit	\$ 79,403.09
4/20/2026	EFT	PAYCHEX	4/1/26-4/15/26 Payroll Taxes	\$ 39,258.53
4/20/2026	EFT	PAYCHEX	Payroll Service Fees	\$ 914.49
4/20/2026	EFT	PAYCHEX	Time & Attendance Fees	\$ 120.45
4/20/2026	EFT	California State Disbursement Unit	Wage Garnishment	\$ 322.75
4/20/2026	EFT	California State Disbursement Unit	Wage Garnishment	\$ 125.00
4/21/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 11,614.12
4/21/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,544.03
4/21/2026	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,906.79
4/21/2026	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 5,667.09
4/20/2026	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 257.31
4/20/2026	EFT	Wex Bank	Fleet Fuel	\$ 2,571.87
4/28/2026	EFT	Progressive Insurance	Auto Insurance Premium	\$ 4,785.24
4/29/2026	EFT	West Coast Community Bank Cardmember Services	Fleet Fuel, Shipping	\$ 447.54
4/30/2026	EFT	Windcave, Inc.	Concession Lot Credit Card Device Charges	\$ 748.74
Total April 2026 Disbursements				\$ 3,137,429.46



TO: Port Commission
FROM: Holland MacLaurie, Port Director
DATE: May 11, 2026
SUBJECT: Port Director's Report – May 26, 2026

Site Visit – Senator Schiff's Office

On June 12, 2026, a Field Representative from Senator Schiff's office will be onsite to tour the harbor, learn more about the dredging program, and gain additional context regarding the Port District's annual appropriations request.

New CLASS Investment Option

California CLASS has announced the availability of California CLASS Term Series II, a new pooled investment option designed to provide a fixed rate of return while prioritizing capital preservation and planned-date liquidity. Current yields are generally comparable to those being earned through the District's existing California CLASS Prime account, but the program could provide an opportunity to lock in a fixed rate of return for a portion of the District's funds in the event interest rates decline in the future. At this time, staff is simply making the Commission aware of the new investment option. If there is interest from the Commission, staff can further evaluate the program and return with additional information and potential recommendations regarding its use within the District's investment portfolio.

Monterey Bay Air Resources District – Dredge Haulout

In preparation for the upcoming dredge haulout, the Monterey Bay Air Resources District has issued an Authority to Construct permit authorizing sandblasting and painting work of the dredge within the launch ramp. The Port District will implement necessary best management practices (BMPs) and containment measures during the project to minimize overspray, control debris, and reduce potential public nuisance impacts associated with the work.

2026-27 Dredge Season – Tier One Determination Request

Since dredging in the north harbor did not occur during the 2025–26 season due to a significant equipment failure involving the booster pump, the Port District is proceeding with submission of a Tier One Determination request to applicable regulatory agencies for the 2026–27 dredge season. The request seeks concurrence that sediment sampling and analysis conducted in 2025, prior to the 2025–26 season, remains valid, as sediment conditions and dredge depths have not materially changed since the prior testing effort. Red Hills Environmental has prepared the Tier One Determination report on behalf of the District. If approved by the regulatory agencies, the determination will allow the Port District to proceed with north harbor dredging during the 2026–27 season without requiring additional sediment sampling and laboratory analysis. Approval of the request is anticipated to result in an estimated FY27 cost savings of approximately \$80,000.

FY26 Audit Initiation

Field work for the FY26 audit commenced on May 18, 2026. It is anticipated that the draft audit will be presented to the Commission for review at its regular public session in August, with final acceptance occurring in September.

California Marine Affairs and Navigation Conference (CMANC) Spring Meeting

The CMANC Spring meeting was held in Newport Beach on May 13 – 15, 2026. The meeting was well attended. The Fall meeting is tentatively scheduled for September 2026 in Sacramento.



TO: Port Commission
FROM: Blake Anderson, Harbormaster
DATE: May 15, 2026
SUBJECT: Harbormaster's Report – May 26, 2026

Harbors and Watercraft Revolving Fund - Stakeholder Meeting

Staff participated in a stakeholder meeting with the CA Division of Boating and Waterways (DBW) to discuss the future of the Harbors and Watercraft Revolving Fund. The Fund is facing a structural deficit and teetering on insolvency if no action is taken to increase revenues or reduce expenditures. DBW is engaging with stakeholders to develop a legislated initiative to preserve the long-term sustainability of the fund, which supports crucial boating related programs in California including grants, loans and marine law enforcement.

National Safe Boating Week May 16-22, 2026

Staff participated in a National Safe Boating Week event hosted by the Coast Guard Auxiliary at the launch ramp on Saturday, May 16, 2026. Auxiliary staff were available to perform safety inspections and distribute material on boating safety. Thank you, Coast Guard Auxiliary, for your continued dedication to safe boating year after year!



Santa Cruz City Fire / Lifeguard Training

Harbor Patrol staff hosted a training with City of Santa Cruz lifeguards on Sunday, May 10, 2026. The training covered boat rescues, boat towing, victim extrication, and general deckhand skills. A similar training is planned with State Parks lifeguards in June. It is not uncommon to take a lifeguard or rescue swimmer aboard the boat when responding to emergency calls, so it is imperative that anyone aboard has adequate safety training and is familiar with our vessel.

Water Taxi Update

The District's water taxi, *Never Late*, is back in the water after its annual haul-out and service. Taxi service began on May 2, 2026. Current operating hours are on Saturdays and Sundays from 11 AM to 6 PM. In June, the hours will shift to accommodate later restaurant visitation. Beginning on June 6, 2026, the hours will be 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



Surrendered and Abandoned Vessel Exchange (SAVE) Grant Work

Staff is preparing vessels for demolition and removal under the District's SAVE grant. Ten vessels are set to be removed on May 28, 2026, at the boatyard.

Thursday Night Beach BBQ Events

The Thursday Night Beach BBQ events, hosted by the Crow's Nest, will resume on May 21, 2026, and will continue through September 3, 2026.

Fishery Update

Commercial salmon season opened on May 1, 2026. The season represents the first commercial opportunity for local salmon fishers since 2022. While the water conditions and fishing was not as great as it can be in May, anglers were still able to bring fish to market. The season is now quota based, with 160 fish allotted to each boat per open period, with statewide harvest cap of 83,000 fish.

The commercial season is as follows (pending harvest limit):

- May 1-6, 9-13, 16-20, 23-29 (Monterey and San Francisco management zone)
- June 3-8, 12-16, 26-30 (Monterey management zone only)
- July 6-10, 20-24 (Monterey management zone only)
- August 1-7, 13-16, 25-27 (Monterey and San Francisco management zone)

The recreational salmon season is still underway and will end when the harvest reaches 21,800 fish in the Monterey Management Zone.

Aside from the salmon season, most anglers have been targeting halibut and inshore rockfish. Squid have also begun to show up in our local waters, which greatly improves local fisheries.

April 2026 – Total Port Landings:

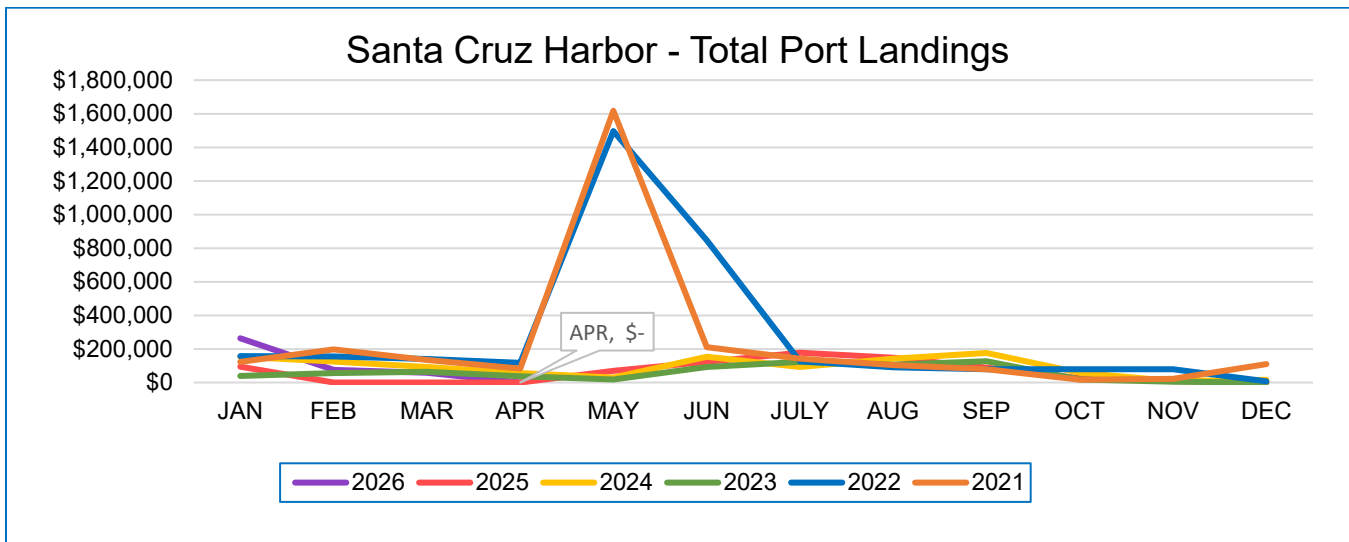
Species	Weight (lbs.)	Ex-Vessel (\$ per lbs.)	Approx. Value
(no reportable)			
Total	0.00		\$0.00

Species also landed - Dungeness Crab, Pacific Bonito, Rockfish (various), Pacific Sardine, Pacific Mackerel, Jack Mackerel, Smelt, Lingcod, Petrale Sole, Halibut, Grenadier, Sanddab, Rock Crab*

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

April 2026 – Resident Buyer Landings:

Species	Weight (lbs.)	Ex-Vessel (\$ per lbs.)	Approx. Value
Rockfish (various)	3,938.80	\$3.00	\$11,816.40
Rock Crab	1,551.00	\$3.00	\$4,653.00
Dungeness Crab	539.30	\$7.00	\$3,775.10
Lingcod	121.96	\$3.00	\$365.88
Halibut	114.10	\$5.00	\$570.50
Bonito	47.50	\$3.00	\$142.50
Sardines	36.90	\$1.00	\$36.90
Sanddabs	13.50	\$2.00	\$27.00
Soles	2.00	\$2.00	\$4.00
Total	6,365.06		\$21,391.28



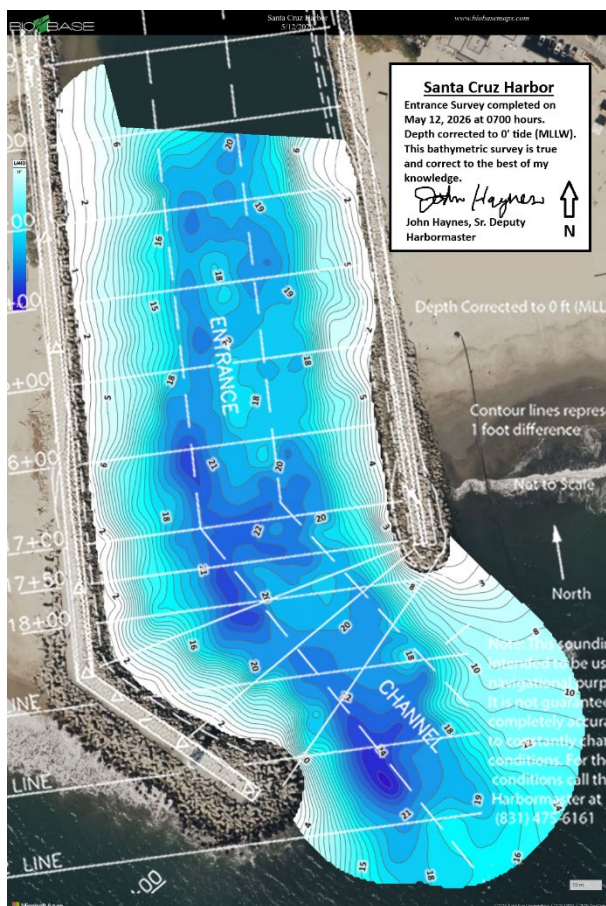


TO: Port Commission
FROM: Carl Wulf, Facilities Maintenance & Engineering Manager
DATE: May 21, 2026
SUBJECT: Facilities Maintenance & Engineering Manager's Report – May 26, 2026

Dredging Operations:

Twin Lakes

Entrance channel dredging for the 2025-26 season concluded on April 30, 2026. The dredge crew has completed demobilizing the beach and floating dredge pipe and *Twin Lakes* was moved to its off-season mooring on May 21, 2026.



Twin Lakes Dredge Haulout – 2026

DSC Dredge has provided a start date of July 6, 2026, for mobilization and staff arrival, with haulout operations scheduled to begin on July 7, 2026, at the launch ramp parking lot. The Monterey Bay Air Resources District has issued an approved permit for sandblasting and painting work.

Maintenance:

345 Lake Avenue Painting Project

SSB Construction has completed painting and repairs to the exterior of the multi-tenant building at 345 Lake Avenue.



2222 East Cliff Drive Interior Paint & Carpet

SSB Construction has completed painting and new carpet installation in the interior hallway and Suite 208 in the multi-tenant building at 2222 East Cliff Drive.



Floating Dock Construction

Harbor maintenance staff are working to construct a new floating dock for the Santa Cruz Yacht Club Junior Program, which will be installed inside slip F-19. The Santa Cruz Sailing Foundation will reimburse the District for the cost of the dock.





TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: May 12, 2026

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

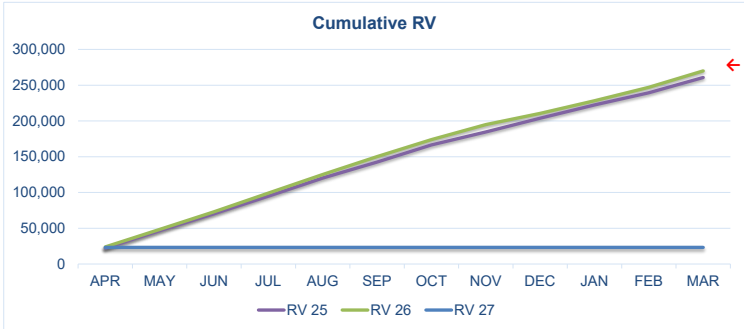
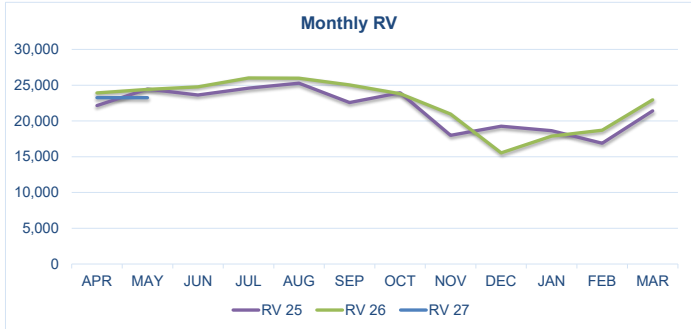
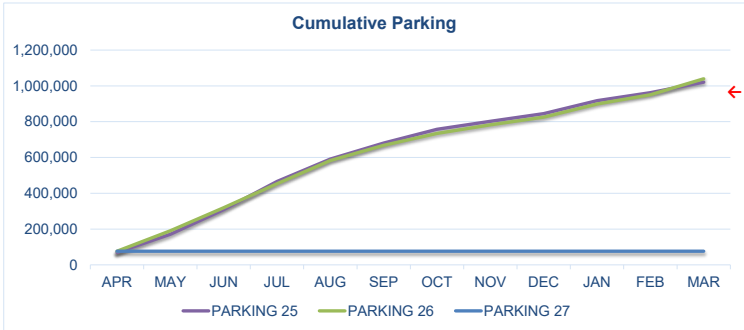
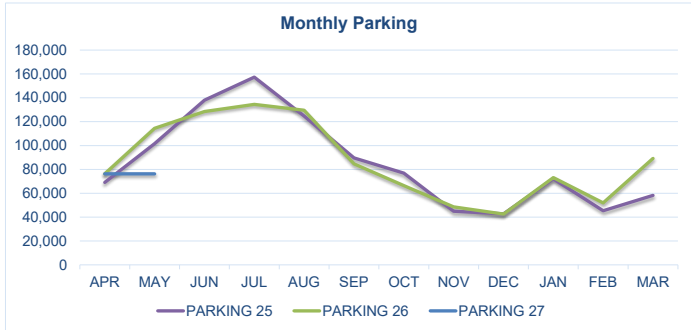
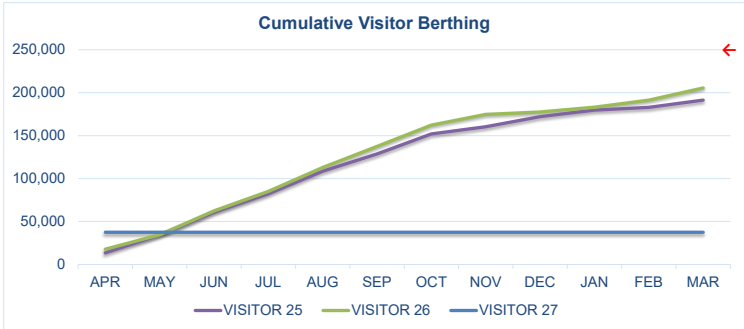
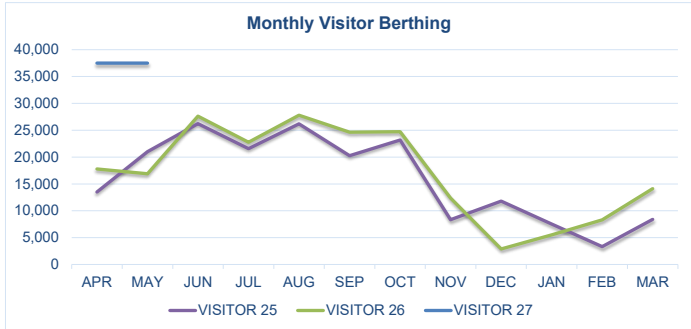
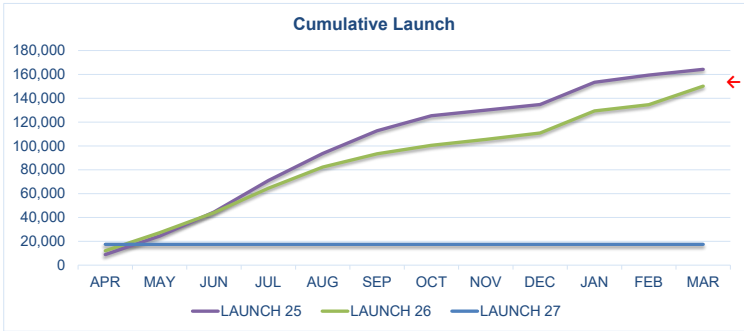
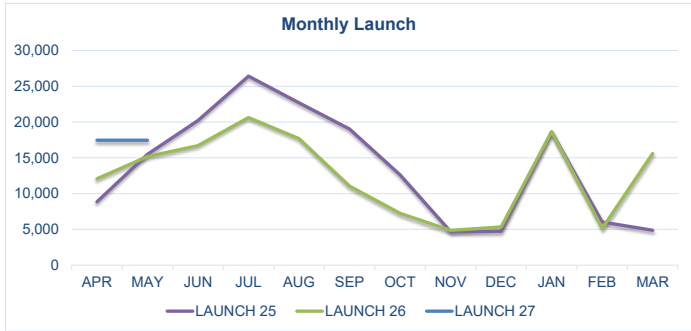
The City's work on the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project continues to progress. With the in-water work window scheduled to reopen in June, the City's contractor, Shimmick Construction, closed the east harbor access road on May 18, 2026, and will implement another full bridge closure commencing on or around June 10, 2026.

Current construction activities include sanitary sewer force main installation, welding and testing operations, bridge deck extension improvements, and ongoing utility coordination work. Upcoming activities include installation and testing of sanitary sewer bypass infrastructure, underground carrier pipe work on the west side of the project area, and continued bridge-related improvements.

To help support Seabright and harbor businesses during the upcoming bridge closure, the City has contracted with an event coordinator to organize multiple community events throughout the closure period. One or two special events may also be coordinated within the harbor area.

Santa Cruz Port District
SEASONAL INCOME
 For the One Month Ending April 30, 2026

FY27 Budget ←





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

May 04, 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:

April 2026 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2026	4/14/2026	QRD	1797875	N/A	SYSTEM	3,125.87

Account Summary

Total Deposit:	3,125.87	Beginning Balance:	318,979.60
Total Withdrawal:	0.00	Ending Balance:	322,105.47



Summary Statement

April 30, 2026

Page 1 of 3

Investor ID:

0000073-0000329 PDF 944625

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

California CLASS

California CLASS

Average Monthly Yield: 3.6918%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Port District Main	28,258,765.57	0.00	2,050,000.00	84,171.10	255,580.47	27,580,737.94	26,292,936.67
TOTAL	28,258,765.57	0.00	2,050,000.00	84,171.10	255,580.47	27,580,737.94	26,292,936.67



Account Number:

Port District Main

Account Summary

Average Monthly Yield: 3.6918%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	28,258,765.57	0.00	2,050,000.00	84,171.10	255,580.47	27,580,737.94	26,292,936.67

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2026	Beginning Balance			28,258,765.57	
04/14/2026	Withdrawal		350,000.00		18820
04/15/2026	Withdrawal		275,000.00		18825
04/20/2026	Withdrawal		25,000.00		18860
04/24/2026	Withdrawal		1,400,000.00		18922
04/30/2026	Income Dividend Reinvestment	84,171.10			
04/30/2026	Ending Balance			26,292,936.67	



California CLASS

California CLASS

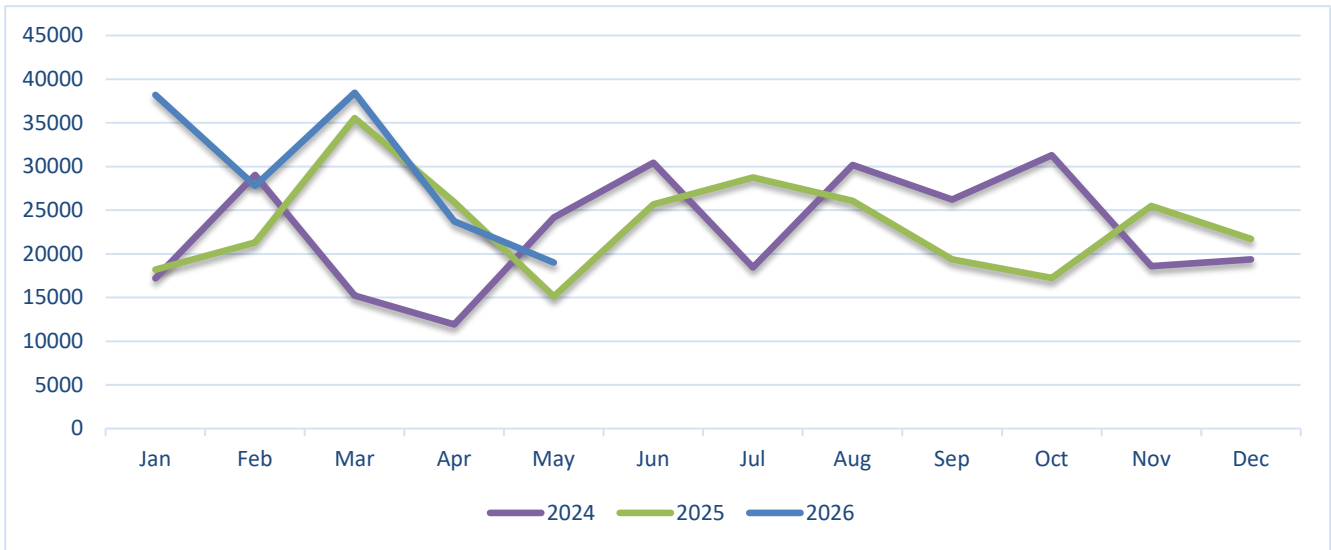
Date	Dividend Rate	Daily Yield
04/01/2026	0.000101363	3.6987%
04/02/2026	0.000404136	3.6878%
04/03/2026	0.000000000	3.6878%
04/04/2026	0.000000000	3.6878%
04/05/2026	0.000000000	3.6878%
04/06/2026	0.000101144	3.6918%
04/07/2026	0.000100968	3.6853%
04/08/2026	0.000100593	3.6717%
04/09/2026	0.000100089	3.6533%
04/10/2026	0.000300831	3.6601%
04/11/2026	0.000000000	3.6601%
04/12/2026	0.000000000	3.6601%
04/13/2026	0.000100847	3.6809%
04/14/2026	0.000101276	3.6966%
04/15/2026	0.000101894	3.7191%
04/16/2026	0.000102498	3.7412%
04/17/2026	0.000305820	3.7208%
04/18/2026	0.000000000	3.7208%
04/19/2026	0.000000000	3.7208%
04/20/2026	0.000101174	3.6929%
04/21/2026	0.000101092	3.6899%
04/22/2026	0.000101103	3.6903%
04/23/2026	0.000101099	3.6901%
04/24/2026	0.000304035	3.6991%
04/25/2026	0.000000000	3.6991%
04/26/2026	0.000000000	3.6991%
04/27/2026	0.000101378	3.7003%
04/28/2026	0.000100579	3.6711%
04/29/2026	0.000101056	3.6885%
04/30/2026	0.000101450	3.7029%

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 May 15, 2026

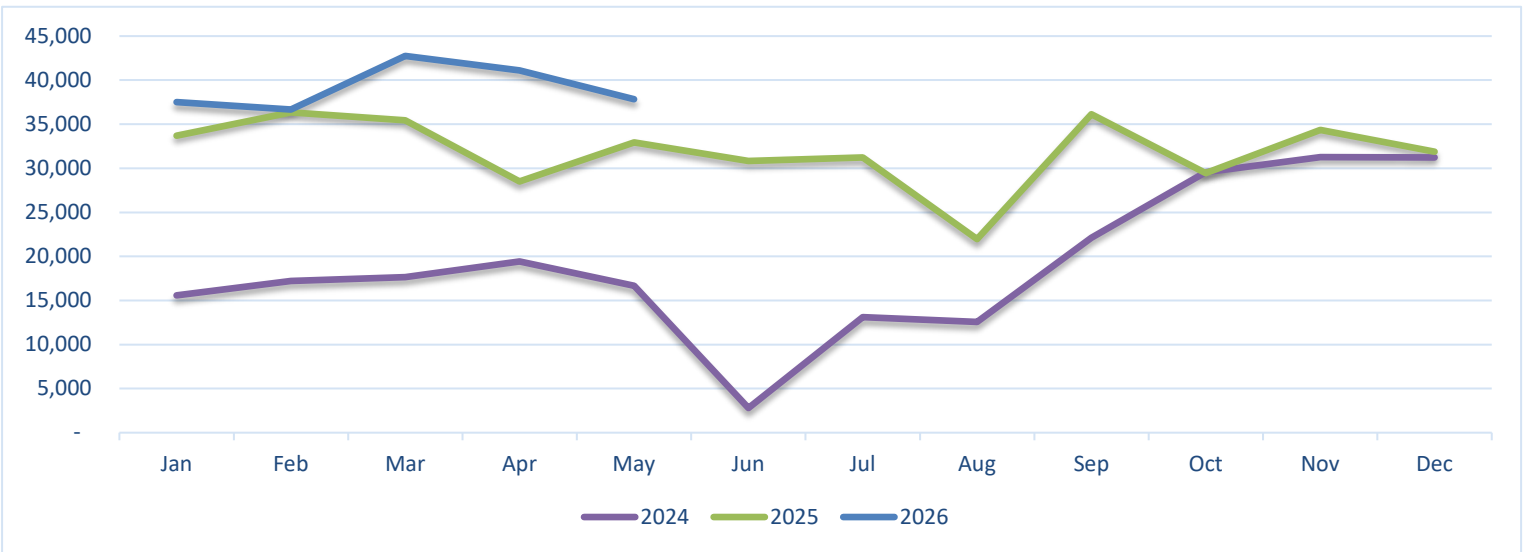
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
55526	1,325.49	1,240.45	1,170.43	0.00	3,736.37
48654	607.94	603.16	573.68	0.00	1,784.78
19079	540.82	540.82	526.25	0.00	1,607.89
45965	751.63	745.63	25.00	0.00	1,522.26
55602	459.00	505.24	452.63	0.00	1,416.87
58154	637.54	532.48	75.00	0.00	1,245.02
56083	535.18	568.66	103.49	0.00	1,207.33
59365	397.23	394.18	357.80	0.00	1,149.21
55068	434.97	483.61	93.16	0.00	1,011.74
58496	320.98	318.56	282.80	0.00	922.34
58443	188.13	186.79	203.39	0.00	578.31
60043	177.08	175.83	170.28	0.00	523.19
58813	177.08	188.50	137.45	0.00	503.03
60705	177.08	175.83	145.28	0.00	498.19
56971	176.20	178.25	40.61	0.00	395.06
61215	101.63	101.01	145.24	0.00	347.88
58302	127.67	103.04	79.16	0.00	309.87
58612	96.37	95.78	54.05	0.00	246.20
Total	\$ 7,232.02	\$ 7,137.82	\$ 4,635.70	\$ -	\$ 19,005.54



Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of May 15, 2026

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
58883	1,329.13	902.14	648.40	3,175.72	6,055.39	X	Revoke
58618	954.74	830.97	925.98	1,998.64	4,710.33		Revoke
56212	885.04	883.66	856.13	2,000.48	4,625.31	X	Revoke
3094	486.63	482.97	468.90	2,062.10	3,500.60	X	Revoke
57834	674.39	669.10	648.64	484.62	2,476.75		Revoke
2093	647.56	642.49	621.97	502.55	2,414.57		Revoke
56970	589.38	584.79	630.79	498.43	2,303.39		Revoke
47602	581.87	539.65	520.88	491.78	2,134.18	X	Revoke
57928	617.71	612.86	606.52	144.26	1,981.35		Revoke
46325	38.60	308.21	485.55	934.77	1,767.13		Revoke
57912	38.40	188.14	518.08	999.04	1,743.66		Revoke
57958	236.73	220.59	240.47	685.21	1,383.00		Revoke
58564	353.17	350.50	338.67	311.08	1,353.42	X	Revoke
45314	30.99	31.61	32.28	1,005.76	1,100.64		Payment Plan
58702	99.58	100.21	94.77	4.94	299.50		Revoke
Total	\$ 7,563.92	\$ 7,347.89	\$ 7,638.03	\$ 15,299.38	\$ 37,849.22		





TO: Port Commission

FROM: Sean Rothwell, Assistant Harbormaster

DATE: May 1, 2026

SUBJECT: Harbor Patrol Incident Response Report – April 2026

Search and Rescue, Patrol Boat Response

- 4/7/26 Harbor Patrol responded to a report of a disabled vessel in the area of Twin Lakes State Beach. Upon arrival, Harbor Patrol contacted the operator, who indicated that the vessel had lost power. Harbor Patrol towed the vessel back into the harbor.
- 4/8/26 Harbor Patrol responded to a report of a water rescue in the area of Wilder Ranch State Park. Upon arrival, a Santa Cruz City Lifeguard personal watercraft operator assisted the victim onboard the patrol vessel. Harbor Patrol transported the victim back to the harbor, where they were evaluated by paramedics. The victim declined further medical attention and was released into the care of their family. Minor injuries reported.
- 4/13/26 At the request of the Capitola Police Department, Harbor Patrol responded to a report of a subject acting erratically in the area of the Capitola Wharf. Upon arrival, Harbor Patrol monitored the subject, who had jumped off the wharf and swam to the riprap below Cliff Drive. Capitola Police detained the subject during low tide. Harbor Patrol returned to the harbor without incident.
- 4/14/26 Harbor Patrol responded to a report of a disabled catamaran in the area of the Mile Buoy. Upon arrival, Harbor Patrol contacted the operator, who indicated that the vessel's lines were tangled, preventing the sail from being hoisted. Harbor Patrol towed the vessel back into the harbor.
- 4/27/26 Harbor Patrol responded to a report of a kitesurfer in distress in the area of Mitchell's Cove Beach. Upon arrival, the subject indicated that they were not in distress. Harbor Patrol returned to the harbor without incident.

Crime Reports, Assist Outside Department, and Incident Reports

- 4/2/26 Harbor Patrol responded to a report of a medical emergency in a harbor restaurant after a patron choked while dining. Upon arrival, paramedics were assisting the victim, who was conscious and breathing after a Good Samaritan performed the Heimlich maneuver.
- 4/7/26 Harbor Patrol took an incident report after a subject tripped and fell in the area of FF-Dock. Upon arrival, paramedics were assisting the victim, who had sustained a head injury. Minor injuries reported.
- 4/9/26 Harbor Patrol responded to a report of a medical emergency at the D-Dock shower facilities. Upon arrival, Harbor Patrol contacted the subject and determined they were unable to unlock the door from the inside. Santa Cruz Fire Department forcibly removed

the door to gain access. The subject was evaluated by paramedics and transported by ambulance to Dominican Hospital. Minor injuries reported.

- 4/10/26 Harbor Patrol responded to a report of a medical emergency after an employee at a harbor restaurant fainted while working. Upon arrival, Harbor Patrol assisted the victim, who was conscious and breathing. The victim was evaluated by Santa Cruz Fire paramedics and transported to Dominican Hospital by ambulance.
- 4/16/26 Harbor Patrol responded to a report of a possible gas leak at 2222 East Cliff Drive. Upon arrival, Central Fire determined that the reported odor was not caused by a gas leak.
- 4/23/26 Harbor Patrol took an incident report after a slip renter reported signs of trespassing and damage to the interior of their vessel while it was hauled out at the boatyard. A review of video surveillance footage provided no suspect information. Minor damage reported.
- 4/25/26 Harbor Patrol took an incident report after a vessel trailer sustained damage while parked in the launch ramp parking lot. A review of video surveillance footage provided no suspect information. Minor damage reported.
- 4/27/26 Harbor Patrol took an accident report after a vessel struck the cross-channel dredge pipe. Minor damage reported.

Parking Citations:

April 2026 Parking Citations: 228

April 2025 Parking Citations: 296

Santa Cruz Port District 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
- ✓ Sea Scouts' Biannual Report
- ✓ Form 700 Filing (due by 3/31 each year)

April-June

- UC Santa Cruz Lease Exp. 6/30/26
- Election Resolutions
- Biennial Update to Conflict-of-Interest Code
- Dredge Report 2025-26

July-September

- Annual O'Neill Sea Odyssey Report
- Sea Scouts' Biannual Report

October-December

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

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
- Sea Scouts' Biannual 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
- Sea Scouts' Biannual 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

Committee Review Items

TBD

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 5/19/26