

PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

Special Closed and Special Public Session of December 10, 2024

## Santa Cruz Port Commission MINUTES

Commission Members Present:

Stephen Reed Chair

Toby Goddard Commissioner
Reed Geisreiter Commissioner
Bill Lee Commissioner
Robert DeWitt Commissioner

#### SPECIAL PUBLIC SESSION - 4:30 PM

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

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

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

#### SPECIAL CLOSED SESSION

Conference with Real Property Negotiators
 Property: 7<sup>th</sup> 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) §54957.1

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

Chair Reed adjourned the special open session following the closed meeting at 5:25 PM.

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

Chair Reed 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).

5. Pledge of Allegiance

#### 6. Oral Communication

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

#### **CONSENT AGENDA**

- 7. Approval of Minutes
  - a) Special Closed and Regular Public Meeting of November 26, 2024
- 8. Approval of Sublease Extension 2218 East Cliff Drive (Crow's Nest Restaurant)

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to approve consent agenda items 7 and 8.

- Motion carried. Commissioners Lee and DeWitt ABSTAINED from item 7(a).

#### **REGULAR AGENDA**

- 9. Appointment In-Lieu of Election and Oath of Office
  - a) Stephen Reed
  - b) Bill Lee
  - c) Robert DeWitt

Port Director MacLaurie administered the Oath of Office to Chair Reed, Commissioner Lee, and Commissioner DeWitt.

10. Approval of Resolution 24-06 – Adopting the Memorandum of Understanding Between Santa Cruz Port District and Harbor Employees' Association

Discussion: Port Director MacLaurie recommended approval of Resolution 24-06, which adopts negotiated terms of a new contract between Harbor Employees' Association and the Port District, as summarized below:

- Three-year contract: January 1, 2025, to December 31, 2027.
- An amended consolidated salary schedule, which increases the pay ranges for Harbor Employee Association employees by 3% effective January 1, 2025, 3% effective January 1, 2026, and 3% effective January 1, 2027.
- A single grade increase to all positions, with a two-grade increase to the Boatyard Worker position, effective January 1, 2025.
- Holidays: Addition of one 8-hour paid holiday (Juneteenth)
- Deferred Compensation: Port District to contribute \$35 per paycheck for any enrolled employee.

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to approve resolution 24-06.

- Motion carried unanimously.

11. Approval of Resolution 24-07 – Adopting the Memorandum of Understanding Between Santa Cruz Port District and Operating Engineers Local No. 3

Discussion:

Port Director MacLaurie recommended approval of Resolution 24-07, which adopts negotiated terms of a new contract between Operating Engineers Local No. 3 and the Port District, as summarized below:

- Three-year contract: January 1, 2025, to December 31, 2027.
- An amended consolidated salary schedule, which increases the pay ranges for the Operating Engineers Local No. 3 employees by 3% effective January 1, 2025, 3% effective January 1, 2026, and 3% effective January 1, 2027.
- A single grade increase to all positions, effective January 1, 2025.
- Holidays: Addition of one 8-hour paid holiday (Juneteenth)
- Differentials: 1.5% of the straight time rate shall apply to all members who perform dredge work.

MOTION: Motion made by Commissioner Lee, seconded by Commissioner Goddard to approve resolution 24-07.

- Motion carried unanimously.
- 12. Approval of Resolution 24-08 Adopting an Amended Salary and Benefit Agreement Between Santa Cruz Port District and Harbor Management Group

Discussion:

Port Director MacLaurie recommended approval of Resolution 24-08, which amends the salary schedule and benefit agreement between Harbor Management Group and the Port District, as summarized below:

- Three-year contract: January 1, 2025, to December 31, 2027.
- An amended consolidated salary schedule, which increases the pay ranges for the Harbor Management Group employees by 3% effective January 1, 2025, 3% effective January 1, 2026, and, 3% effective January 1, 2027.
- A single grade increase to all positions, effective January 1, 2025.
- Holiday: Addition of one 8-hour paid holiday (Juneteenth)
- Deferred Compensation: Port District will contribute \$35 per paycheck for any enrolled employee.
- Paid Administrative Leave to remain at 40 hours / year with no carryover from year-to-year.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Lee to approve resolution 24-08.

- Motion carried unanimously.

13. Approval of Resolution 24-09 – Approving an Amended, Consolidated Salary Schedule for Represented and Unrepresented Employees

Discussion: Port Director MacLaurie recommended approval of Resolution 24-09, which

amends the salary schedules for represented and unrepresented positions.

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner

DeWitt to approve resolution 24-09.

- Motion carried unanimously.

14. Election of Port Commission Officers 2025

Discussion: Chair Reed nominated Commissoner Goddard for Chair and Commissioner

Geisreiter for Vice-chair.

MOTION: Motion made by Commissioner Lee, seconded by Commissioner DeWitt to

nominate Commissioner Goddard for Chair, and Commissioner Geisreiter for

Vice-chair.

- Motion carried unanimously.

15. Approval of Cash/Payroll Disbursements – November 2024

Discussion: In response to a question posed by Commissioner Goddard, staff provided

additional information on the following warrant:

Warrant # 60796 – Annual Density Meter License Fee
Port Director MacLaurie stated that the density meter onboard *Twin Lakes* continues to be used as a relative indicator of production,
providing approximate data on the flow and consistency of material

within the pipeline.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner DeWitt

to approve cash and payroll disbursements for November 2024, in the

amount of \$1,046,902.01.

- Motion carried unanimously.

#### **INFORMATION**

16. Port Director's Report

In response to a question posed by Commissioner DeWitt, Port Director MacLaurie stated that the City of Santa Cruz has indicated that an award of contract to Shimmick Construction for the Murray Street Bridge Project is anticipated later this month.

In response to a question posed by Commissioner Lee, Port Director MacLaurie stated that the City's watermain runs the length of the southwest harbor and the replacement project is being proposed to preemptively prevent potential failures. She noted that new easement agreements will be required to facilitate the work, and while the City is eager to proceed, the project must be coordinated with the Murray Street Bridge Project to minimize impacts to harbor operations.

#### 17. Harbormaster's Report

Harbormaster Anderson stated that the Santa Cruz Yacht Club's Lighted Boat Parade, held on December 7, 2024, was well attended. He noted that staff did not encounter any major issues.

The Commission expressed its appreciation to the Coast Guard Auxiliary for their continued assistance in ensuring visitor safety during the event.

18. Facilities Maintenance & Engineering Manager's Report

Facilities Maintenance & Engineering (FME) Manager Wulf provided an update on the North Harbor Transformer Replacement Project, noting that work is nearing completion, with only J-Dock and I-Dock still underway.

FME Manager Wulf stated that the dredge crew is making progress deepening the areas around AA-Dock and the fuel dock extension. He stated that later this week, crews will turn the dredge around and move south toward the harbor entrance.

Harbormaster Anderson stated that obtaining a recent sounding has not been possible due to the large quantity of anchovies gathering along the channel bottom. He stated that staff will continue to monitor the situation and make efforts to complete an entrance sounding when feasible.

Commissioner Goddard thanked staff for their prompt action and communication in response to the tsunami warning on December 5, 2024.

- 19. Financial Reports (*There was no discussion on this agenda item*)
  - a) Comparative Seasonal Revenue Graph
  - b) LAIF and CLASS Statements
- 20. Delinquent Account Reporting (*There was no discussion on this agenda item*)
- 21. Harbor Patrol Incident Response Report November 2024 (*There was no discussion on this agenda item*)
- 22. Written Correspondence (*There was no discussion on this agenda item*)
  - a) LAFCO Call for Nominations Special District Regular & Alternate Seat
- 23. Port Commission Meeting Calendar 2025 (*There was no discussion on this agenda item*)
- 24. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Chair Reed adjourned the special public session at 5:5	56 PM.
	Toby Goddard, Chair (2025)

#### SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

Commissioner

Special Public Session of December 20, 2024

## Santa Cruz Port Commission MINUTES

Commission Members Present: Commission Members Absent:

Stephen Reed Chair

Commissioner

Reed Geisreiter Bill Lee

Commissioner

Robert DeWitt

Commissioner (Via Zoom)

#### SPECIAL PUBLIC SESSION -11:00 AM

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

- 1. Oral Communication
- 2. Additional Services Contract for North Harbor Replacement Project (NTE \$34,000)

Discussion: Port Director MacLaurie stated that Anderson Pacific Engineering

Construction, Inc. has submitted a change order for the North Harbor

Transformer Replacement Project, in the amount of \$56,300. She stated that

Toby Goddard

the change order is required to modify the power feeds at the I-Dock

transformer.

Port Director MacLaurie recommended that the Port Commission authorize a contract amendment in an amount not to exceed \$34,000 to cover the remaining unanticipated expenses associated with the change order, noting

that unrestricted cash would be used to fund the additional cost.

Commissioner DeWitt recommended authorizing an additional \$10,000 to allow for any other unanticipated expenses associated with the project.

MOTION: Motion made by Commissioner DeWitt, seconded by Commissioner

Geisreiter to authorize a contract amendment with Anderson Pacific Engineering Construction, Inc. for the North Harbor Transformer

Replacement Project in an amount not to exceed \$44,000.

- Motion carried. Commissioner Goddard ABSENT.

Chair Reed adjourned the special public session at 11:05 AM.

Toby Goddard, Chair (2025)



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

Emergency Meeting of December 23, 2024

## Santa Cruz Port Commission MINUTES

Commission Members Present

Stephen Reed Chair

Toby Goddard Commissioner
Reed Geisreiter Commissioner
Bill Lee Commissioner
Robert DeWitt Commissioner

#### **EMERGENCY MEETING**

Commissioner Goddard convened the emergency meeting at 4:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA. (Chair Reed arrived after the meeting was called to order)

- 1. Oral Communication
- 2. Approval of Resolution 24-10, Declaration of Emergency at Santa Cruz Harbor Surge Event of December 23, 2024

Discussion: Port Director MacLaurie provided an update on the damage sustained

during the significant surge event, as well as the Port District's ongoing

emergency response and recovery operations.

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner

Goddard to approve Resolution 24-10.

- Motion carried unanimously.

3. Approval of Resolution 24-11, Finding that an Emergency Exists that Requires the Immediate Expenditure of Public Funds to Safeguard Life, Health, and Property without a Competitive Solicitation of Bids to Respond to the Emergency; and Authorizing the Port Director to Enter into Contracts up to \$150,000 each to Address the Emergency without a Competitive Solicitation for Bids

MOTION: Motion made by Commissioner Lee, seconded by Commissioner Geisreiter

to approve Resolution 24-11.

- Motion carried unanimously.

Chair Reed adjourned the emergency meeting at 5:07 PM.

Toby Goddard, Chair (2025)

SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Renee Ghisletta, Administrative Services Officer

DATE: January 10, 2025

SUBJECT: Approval of Resolution 25-02 – Approving Salary Schedules and Authorizing

Amendments to the Port Director's Employment Agreement

<u>Recommendation:</u> Approve Resolution 25-02, adopting amendments to the Santa Cruz Port

District's salary schedule, and authorize the Port Commission Chairman to execute the amendments to the Port Director's employment agreement.

#### **BACKGROUND**

Pursuant to a satisfactory performance appraisal, the Port Commission directed that the Port Director's Employment Agreement be modified to include a merit increase retroactive to November 1, 2024.

The salary increase amends the pay rate for the Port Director position in the Port District's publicly available pay schedule required by Government Code Section 20636(b)(1) and further clarified by California Code of Regulations (CCR) Section 570.5.

Resolution 25-02 is included as Attachment A, and Exhibit 1 to the resolution contains the actual salary schedule, which consolidates all current classifications. The Port Director's Third Amendment to the Employment Agreement is included as Attachment B. The original agreement (including the 2022 First Amendment and 2023 Second Amendment) is included as Attachment C.

ATTACHMENTS: A. Resolution 25-02, including Exhibit 1

B. Third Amendment to Employment Agreement

C. Employment Agreement (2021)

#### Santa Cruz Port District Resolution 25-02 January 28, 2025

On the motion of
Duly seconded by
A resolution of the Santa Cruz Port District Commission adopting amendments to the salary schedule, and authorizing the Port Commission Chairman to execute the Third Amendment to the Port Director's employment agreement.
WHEREAS, pursuant to California Government Code 20636(b)(1), the Port Commission shall periodically adopt a pay schedule for all Port District employees; and
WHEREAS, the Government Code of Regulations (CCR) Section 570.5 further clarifies hat the pay schedule be approved and adopted by the governing body; and
WHEREAS, the pay schedule consolidates all of the currently approved salaries from the various Memoranda of Understanding for contract, represented and unrepresented employees; and
WHEREAS, all of the salary pay rates and ranges have previously been approved except the changes detailed in Exhibit 1 of this Resolution, authorizing an increase for the Port Director as provided for in the Third Amendment to the employment agreement.
NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does nereby adopt the consolidated salary schedule (Exhibit 1) retroactively adjusting the Port Director salary, effective November 1, 2024, and authorizes the Port Commission Chairman to execute the Third Amendment to the Port Director's employment agreement.
PASSED AND ADOPTED by the Santa Cruz Port Commission, this 28 <sup>th</sup> day of January 2025, by the following vote:
AYES:
NOES:
ABSENT:
Approved by:

Toby Goddard, Chair Santa Cruz Port District Commission

## **EXHIBIT 1**

# Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2025

Santa Cruz Port District Full Time Equivalent Employees - All Positions										
		Bargaining	Salary			Monthly	Salary Rar	nge/Step*		
Effective	Position	Group	Grade	1	2	3	4	5	6	7
1/1/2025	Administrative Assistant I	HEA	21	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062
1/1/2025	Administrative Services Officer	HEA	29	\$ 7,786	\$ 8,175	\$ 8,584	\$ 9,013	\$ 9,464	\$ 9,937	\$ 10,434
1/1/2025	Assistant Harbormaster	HEA	26	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175	\$ 8,584	\$ 9,013
1/1/2025	Boatyard Crew	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Boatyard Supervisor	HEA	24	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175
1/1/2025	Customer Service Representative	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Deputy Harbormaster	HEA	23	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
1/1/2025	Facilities Coordinator	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Facilities Maintenance and Eng Manager	HMG	34	\$ 9,937	\$ 10,434	\$ 10,955	\$ 11,503	\$ 12,078	\$ 12,682	\$ 13,316
1/1/2025	Finance Officer	HEA	29	\$ 7,786	\$ 8,175	\$ 8,584	\$ 9,013	\$ 9,464	\$ 9,937	\$ 10,434
1/1/2025	Harbor Dredge Worker I	OE3	17	\$ 4,335	\$ 4,553	\$ 4,780	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810
1/1/2025	Harbor Dredge Worker II	OE3	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Harbor Dredge Worker III	OE3	23	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
1/1/2025	Harbor Maintenance Worker I	HEA	17	\$ 4,335	\$ 4,553	\$ 4,780	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810
1/1/2025	Harbor Maintenance Worker II	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Harbor Maintenance Worker III	HEA	23	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
1/1/2025	Harbormaster	HMG	34	\$ 9,937	\$ 10,434	\$ 10,955	\$ 11,503	\$ 12,078	\$ 12,682	\$ 13,316
1/1/2025	Parking Coordinator	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
11/1/2024	Port Director	NA	NA	\$ 14,097	NA	NA	NA	NA	NA	\$ 15,225
1/1/2025	Senior Deputy Harbormaster	HEA	24	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175
1/1/2025	Supervising Harbor Dredge Worker	OE3	25	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175	\$ 8,584
1/1/2025	Supervising Harbor Maintenance Worker	HEA	24	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175

<sup>\*</sup>Ranges shown are paid semi-monthly

### **Bargaining Groups:**

HMG = Harbor Management Group
HEA = Harbor Employees Association
OE3 = Operating Engineers Local No. 3

# Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2026

	Santa Cruz Port District Full Time Equivalent Employees - All Positions									
		Bargaining	Salary	Monthly Salary Range/Step*						
Effective	Position	Group	Grade	1	2	3	4	5	6	7
1/1/2026	Administrative Assistant I	HEA	21	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274
1/1/2026	Administrative Services Officer	HEA	29	\$ 8,019	\$ 8,420	\$ 8,841	\$ 9,283	\$ 9,747	\$ 10,235	\$ 10,747
1/1/2026	Assistant Harbormaster	HEA	26	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420	\$ 8,841	\$ 9,283
1/1/2026	Boatyard Crew	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Boatyard Supervisor	HEA	24	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420
1/1/2026	Customer Service Representative	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Deputy Harbormaster	HEA	23	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019
1/1/2026	Facilities Coordinator	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Facilities Maintenance and Eng Manager	HMG	34	\$ 10,235	\$ 10,747	\$ 11,284	\$ 11,848	\$ 12,441	\$ 13,063	\$ 13,716
1/1/2026	Finance Officer	HEA	29	\$ 8,019	\$ 8,420	\$ 8,841	\$ 9,283	\$ 9,747	\$ 10,235	\$ 10,747
1/1/2026	Harbor Dredge Worker I	OE3	17	\$ 4,465	\$ 4,689	\$ 4,924	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984
1/1/2026	Harbor Dredge Worker II	OE3	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Harbor Dredge Worker III	OE3	23	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019
1/1/2026	Harbor Maintenance Worker I	HEA	17	\$ 4,465	\$ 4,689	\$ 4,924	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984
1/1/2026	Harbor Maintenance Worker II	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Harbor Maintenance Worker III	HEA	23	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019
1/1/2026	Harbormaster	HMG	34	\$ 10,235	\$ 10,747	\$ 11,284	\$ 11,848	\$ 12,441	\$ 13,063	\$ 13,716
1/1/2026	Parking Coordinator	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
11/1/2024	Port Director	NA	NA	\$ 14,097	NA	NA	NA	NA	NA	\$ 15,225
1/1/2026	Senior Deputy Harbormaster	HEA	24	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420
1/1/2026	Supervising Harbor Dredge Worker	OE3	25	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420	\$ 8,841
1/1/2026	Supervising Harbor Maintenance Worker	HEA	24	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420

<sup>\*</sup>Ranges shown are paid semi-monthly

## **Bargaining Groups:**

HMG = Harbor Management Group
HEA = Harbor Employees Association
OE3 = Operating Engineers Local No. 3

# Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2027

Santa Cruz Port District Full Time Equivalent Employees - All Positions										
		Bargaining	Salary			Monthly	Salary Rar	nge/Step*		
Effective	Position	Group	Grade	1	2	3	4	5	6	7
1/1/2027	Administrative Assistant I	HEA	21	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492
1/1/2027	Administrative Services Officer	HEA	29	\$ 8,260	\$ 8,673	\$ 9,106	\$ 9,562	\$ 10,040	\$ 10,542	\$ 11,069
1/1/2027	Assistant Harbormaster	HEA	26	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673	\$ 9,106	\$ 9,562
1/1/2027	Boatyard Crew	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Boatyard Supervisor	HEA	24	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673
1/1/2027	Customer Service Representative	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Deputy Harbormaster	HEA	23	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260
1/1/2027	Facilities Coordinator	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Facilities Maintenance and Eng Manager	HMG	34	\$ 10,542	\$ 11,069	\$ 11,622	\$ 12,204	\$ 12,814	\$ 13,454	\$ 14,127
1/1/2027	Finance Officer	HEA	29	\$ 8,260	\$ 8,673	\$ 9,106	\$ 9,562	\$ 10,040	\$ 10,542	\$ 11,069
1/1/2027	Harbor Dredge Worker I	OE3	17	\$ 4,599	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164
1/1/2027	Harbor Dredge Worker II	OE3	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Harbor Dredge Worker III	OE3	23	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260
1/1/2027	Harbor Maintenance Worker I	HEA	17	\$ 4,599	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164
1/1/2027	Harbor Maintenance Worker II	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Harbor Maintenance Worker III	HEA	23	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260
1/1/2027	Harbormaster	HMG	34	\$ 10,542	\$ 11,069	\$ 11,622	\$ 12,204	\$ 12,814	\$ 13,454	\$ 14,127
1/1/2027	Parking Coordinator	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
11/1/2024	Port Director	NA	NA	\$ 14,097	NA	NA	NA	NA	NA	\$ 15,225
1/1/2027	Senior Deputy Harbormaster	HEA	24	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673
1/1/2027	Supervising Harbor Dredge Worker	OE3	25	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673	\$ 9,106
1/1/2027	Supervising Harbor Maintenance Worker	HEA	24	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673

<sup>\*</sup>Ranges shown are paid semi-monthly

## **Bargaining Groups:**

HMG = Harbor Management Group
HEA = Harbor Employees Association
OE3 = Operating Engineers Local No. 3

#### THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement, is entered into effective as of the 1<sup>st</sup> day of November 2024, by and between SANTA CRUZ PORT DISTRICT, a port district formed and operating pursuant to the provisions of Harbors and Navigation Code Section 6200 et seq., and a political subdivision of the State of California (hereinafter the "District") and HOLLAND MACLAURIE (hereinafter "MacLaurie").

#### Recitals:

The District employed MacLaurie, and MacLaurie accepted employment as the Port Director of District pursuant to an Employment Agreement dated November 1, 2021. The Parties desire to amend the Employment Agreement as stated below:

#### THE PARTIES AGREE AS FOLLOWS:

- 1. The Employment Agreement ("Agreement") dated November 1, 2021, and its First and Second Amendments remain in effect in their entirety except as amended herein.
- 2. Section 6.a. of the Agreement is hereby amended to read:

Salary of \$169,167 shall be adjusted by 8% effective November 1, 2024.

3. Section 6.h. of the Agreement is hereby amended to read:

Motor vehicle allowance of \$200 per month shall be adjusted to \$400 per month effective November 1. 2024.

#### SANTA CRUZ PORT DISTRICT

Port Director

BY:	Toby Goddard, Chair Santa Cruz Port Commission	ATTEST:	Board Clerk	
HOLL	AND MACLAURIE			
BY:	Holland MacLaurie			

#### **EMPLOYMENTAGREEMENT**

THIS AGREEMENT is entered into this 1st day of November 2021, by and between SANTA CRUZ PORT DISTRICT, a port district formed and operating pursuant to the provisions of Harbor and Navigation Code Section 6200 et seq., and a political subdivision of the State of California (hereinafter "District") and HOLLAND MACLAURIE (hereinafter "Employee") who agree as follows:

- 1. Recitals. District is in need of a Port Director and desires to employ Employee as the Port Director of District. Employee desires to act as Port Director of District pursuant to the terms and conditions of this Agreement.
- 2. Employment. District hereby employs Employee as Port Director of District, subject to the terms and conditions of this Agreement. Employee hereby accepts such employment as Port Director of District subject to the terms and conditions of this Agreement.
- 3. Term. This Agreement is hereby acknowledged to have commenced November 1, 2021, and the initial term of this Agreement shall terminate on October 31, 2024, subject to the ability of either party to terminate this Agreement, and the ability of District to extend this Agreement as provided herein.

Employee shall serve a probationary period of twelve (12) months from the date of commencement of this Agreement. During the probationary period, Employee shall receive a performance evaluation at six (6) months and twelve (12) months. Upon satisfactory completion of the probationary period, Employee will receive a written evaluation. If the written evaluation is satisfactory, the term of this Agreement shall be extended to October 31, 2024. As a probationary employee, Employee may be terminated for any lawful reason at any time during the probationary period, including without cause and without notice. If this Agreement is terminated during the probationary period by District, Employee will not be entitled to severance benefits pursuant to Section 8d of this Agreement.

This Agreement shall be automatically extended for consecutive additional two (2) year terms commencing November 1, 2022, without further action by District or Employee. Should District determine at any time during the term of this Agreement to decline to renew this Agreement for an additional two (2) year term, District shall provide written notice to Employee of the District's intent not to renew this Agreement no later than six (6) months prior to the expiration of the then current term.

4. Duties. Employee's duties under this Agreement shall be those assigned to the office of the Port Director as described in the job description for the Port Director position as adopted and amended from time to time by the District Board of Commissioners, and such other duties and responsibilities as assigned by the District Board of Commissioners. The Board of Commissioners will meet and confer with Employee regarding any revisions in said job description. The current job description is attached as Exhibit A. Employee acknowledges that the District can amend the job description at any time to either provide for additional duties and responsibilities, and/or delete existing duties and responsibilities of the Port Director. A revised job description will supersede and replace the existing Exhibit A upon its adoption by the Board of Commissioners.

Employee shall be the Chief Executive Officer of the District. As such, Employee shall have the primary responsibility for implementation and execution of policies adopted by the Board of Commissioners and the Board of Commissioners shall have the primary responsibility for formulating and adopting the policies of the District. Employee shall work under the direction and control of the District Board of Commissioners in the management and administration of the daily operations of the District, shall

serve at the pleasure of the Board of Commissioners, and shall be Clerk and Secretary of the District Board of Commissioners.

5. Hours. Employee shall devote her full time, attention, and energies to her duties. Employee shall be available to work such times as necessary to fully and competently perform the duties of the position, regardless of the number of hours involved. Employee acknowledges that the duties of the position will on the average require more than forty (40) hours per week, and that some day-to-day hours may vary from as high as twelve (12) to sixteen (16) hours to less than eight (8) hours per day. Therefore, it is acknowledged by the parties that the Port Director will establish her own work schedule. Employee acknowledges that the position of Port Director is exempt from federal and state overtime and wage laws, and that she is not entitled to compensation in the form of either overtime pay or compensatory time off for any hours worked in excess of forty (40) hours in one week, or in excess of eight (8) hours in any day.

It is recognized the Employee must devote time outside the normal office hours to conduct business of the Port District. Accordingly, Employee agrees to devote her full time and attention to the performance of Employee's responsibilities as Port Director and shall not engage in any other employment or the conduct of any other business during the term of this Agreement without prior approval having been granted by the Santa Cruz Port Commission.

The Port Director shall be governed by the terms and conditions of District's Personnel Policies and any subsequent revisions in the performance of her duties, including District's policy against conflicts of interest.

- 6. Compensation. For all services to be rendered by Employee under this Agreement, District shall provide to Employee the following salary and benefits:
- a. Salary in the amount of \$146,400 annually, payable consistent with District practices and in the same manner as other regular full-time employees of District are paid.
  - b. Salary may be adjusted by the Board of Commissioners, per Section 7.c.
- c. Vacation leave will accrue at the rate consistent with District practices and in the same manner as other regular full-time employees of District. Employee is currently earning 160 hours per year (20 days) of vacation, commensurate with her hire date of October 2, 2008. The Port Director shall be subject to a cap of a maximum of eighty (80) hours of accrued and unused vacation time per year that may be carried over to subsequent years; however, District and Employee agree that Employee may request that accrued vacation in excess of eighty (80) hours be carried over into subsequent years, which request is subject to the discretionary approval of the Board of Commissioners. If the Board of Commissioners rejects such request, then any accrued vacation in excess of eighty (80) hours per year shall be subject to either payment by District at Employee's then current rate of pay or by direction of District to Employee to utilize such excess accrued vacation time, at the discretion of District. In the event of termination of this Agreement, the Port Director shall be entitled to payment for all accrued and unused vacation leave at the then current rate of pay.
- d. Employee shall be entitled to the same retirement plan which covers other "miscellaneous" employees of District, consisting of the CalPERS Retirement program (currently 2.5% at age 55 plan). Employee shall pay the required employee contribution on a tax deferred basis as provided under Section 414(h)(2) of the Internal Revenue Code.

- e. Employee and dependent coverage for health, dental, vision, life, and all other group insurance programs offered by District to its regular full-time employees, including payment of employer contributions for such coverages on the same basis as District provides for its other regular full-time employees, as amended by District from time to time. Employee shall be entitled to post-retirement retiree medical benefits offered by District and as defined in the Personnel Policies handbook and any subsequent revisions. Such policies may change from time to time in accordance with the employee labor contract.
- f. Employee shall be entitled to paid sick leave, holidays, and other leaves of absence on the same basis as provided other regular full-time employees of District as set forth in the District's Personnel Policies handbook, and as amended from time to time in accordance with the employee labor contract.
- g. District shall reimburse Employee for all actual and necessary expenses incurred within the scope of employment in accordance with District policies. Any request for reimbursement of such business expenses shall be supported by receipts documenting actual costs incurred in the course and scope of conducting District business pursuant to existing District policies.
- h. Motor vehicle allowance of Two Hundred Dollars (\$200.00) per month. This payment shall be made consistent with District practices and on the same periodic basis as other regular full-time employees of District are paid.
- i. Employee shall be entitled to 40 hours per year of administrative leave, in accordance with the Resolution 15-05 granting administrative leave to employees who are members of the Harbor Management Group. Administrative leave is granted on a use-it or lose-it basis. No cash-out or carry-over of unused administrative leave is authorized.

#### 7. Performance Evaluation.

- a. Within 45 days of commencing employment, the Port Director shall provide the Board of Commissioners with a list of proposed goals and objectives for the ensuing one-year period. Said goals and objectives, and the relative priority of said goals and objectives, shall be discussed and mutually agreed upon in writing by the Board and the Port Director. Said goals and objectives may be considered by the Board of Commissioners in its annual performance evaluation of the Port Director. Within thirty (30) days of the completion of each annual performance evaluation of the Port Director by the Board of Commissioners, the Port Director shall provide the Board of Commissioners with an updated written list of proposed goals, objectives, and priorities for the ensuing one (1) year period.
- b. The Board of Commissioners shall evaluate the performance of the Port Director in writing not less than annually during each term of this Agreement. The evaluation shall include an assessment of the performance of the Port Director and fulfillment of the duties and responsibilities specified in the Job Description as well as the Port Director's performance and fulfillment of the goals, objectives and priorities established pursuant to Section 7a.

The format of the evaluation shall be as established by the Board of Commissioners from time to time and may include the Port Director's self-evaluation. The evaluation format shall include, but is not limited to, an assessment of the Port Director's performance in the following areas: (1) relationship with the Board of Commissioners; (2) relationship with the community; (3) relationship with other public agencies; (4) relationship with staff and independent contractors; (5) leadership qualities; (6) professional development; (7) accomplishment of specified goals and objectives.

- c. Based upon positive results of each annual Performance Evaluation, the Board of Commissioners may award an increase in the Port Director's base salary, effective the date of each Performance Evaluation.
- d. If in the evaluation process the Board of Commissioners determines that the performance of the Port Director is unsatisfactory in any respect, the written evaluation shall describe such unsatisfactory performance and may include recommendations for improvement. The Board at all times retains its right to terminate this Agreement for unsatisfactory performance as set forth in Section 8 below.
- 8. Termination. Notwithstanding the language of Section 3 concerning the effective term of this Agreement, Employee agrees that she serves at the will and sole pleasure of the Board of Commissioners of District, and is an at-will employee. By execution hereof, both District and Employee acknowledge that they each retain the right to terminate the employment relationship with or without cause, and with or without notice, at any time.

This Agreement may be terminated at any time in advance of the expiration of each of its terms in any one of the following ways:

- a. By mutual agreement of the parties.
- b. By retirement of the Port Director.
- c. By Employee, without cause, upon giving to the District not less than sixty (60) calendar days prior written notice of an election to terminate this Agreement.
- d. By District, without cause, upon giving Employee written notice of intent to terminate this Agreement. In such event, Employee shall be entitled to payment of severance pay in an amount equal to the lesser of Employee's current monthly base salary for six (6) months, or Employee's current monthly base salary for the number of months left on the unexpired term of the contract (the "Severance Period"). Monthly base salary does not include the value of benefits received by Employee, including but not limited to, vacation, retirement contributions, and payment of premiums for medical, dental, vision, life and other group insurance benefits offered by District. District shall not provide any noncash items or benefits, including medical, dental, and vision benefits, during the Severance Period. Such severance pay shall be payable upon Employee's last date of employment with District after such written notice of termination of this Agreement. Payment of such severance pay shall be deemed to constitute full, complete, and exclusive compensation and relief for termination of this Agreement together with all losses, damages, and injuries, whether economic or otherwise, which the Port Director may incur as a result of such termination of this Agreement.

Payment of such severance shall be conditional upon execution by Employee of a General Release and Severance Agreement with District. Said Severance Agreement shall provide as follows:

- (i) A general release of legal claims against District;
- (ii) A 21-day period to consider the terms and conditions of the proposed Severance Agreement prior to execution;
- (iii) A seven (7) day period for revocation of the Severance Agreement after it has been executed by Employee;

- (iv) A provision that requires all terms and conditions of the Severance Agreement, and all discussions, communications, and correspondence pertaining thereto, to remain confidential and not to be disclosed by either District or Employee;
- (v) An agreement that Employee will mediate any dispute with District over issues regarding termination of employment or terms and conditions of the proposed Severance Agreement.

The parties hereto acknowledge and agree that upon payment of the severance payment by District to Employee, Employee will unconditionally and forever release District from any further obligations under this Agreement, as well as any claims of any nature that Employee may have against District by virtue of her employment or termination thereof. In partial consideration for such severance payment, Employee agrees to be reasonably available for consultation and assistance to District in training any employee of District designated by the Board to assume the duties of Port Director during the period covered by such severance payment.

e. By District, for cause, upon giving to Employee written notice of termination. The written notice of termination shall specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement, and (2) the opportunity of Employee to be heard before the District Board of Commissioners on the reasons for her termination. If Employee requests a hearing, said hearing shall be held at the Board's earliest convenience in a closed session. The Port Director shall have the right to testify on her own behalf, call witnesses, and be represented by legal counsel at her own expense. District shall be responsible for the payment of the expenses of its legal counsel. If the notice of termination involves accusations against Employee by a third party, Employee shall have the option of having the hearing take place in open session. After the hearing, the Board of Commissioners may affirm, modify, or reverse any decision to terminate this Agreement or terminate the Port Director's employment for cause. The Board of Commissioners shall prepare written findings of fact, conclusions of law, and recommended action with respect to such hearing.

Employee shall not be entitled to any severance payments in the event of termination of this Agreement by District for cause as specified in this section.

Examples of conduct justifying termination for cause include, but are not limited to the following: harassment of employees and/or District customers; willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement, or which seriously impede District operations; conduct that tends to bring discredit to District; conduct unbecoming of an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of her duties; or theft of District property. Additional examples of conduct justifying termination for cause are specified in the District's Personnel Policies.

Notwithstanding the provision of any District rule, regulation, policy, procedure, or practice to the contrary, upon early termination of this Agreement, whether with or without cause, Employee shall not be entitled to any compensation, damages, or other monetary award except as specifically authorized by this Agreement, and by execution of this Agreement, Employee waives any such claims and/or entitlement.

9. Professional Growth. District encourages the continuing professional growth of the Port

Director. District hereby agrees to budget a reasonable amount of funds in order to reimburse the Port Director for all necessary professional license fees, membership registration, and travel and lodging expenses incurred pursuant to existing District policy in order to allow the Port Director to participate in special activities, including, but not limited to the following:

- a. Attendance at programs, seminars, conferences, and other activities conducted or sponsored by local, state, and/or national associations of public agencies who provide harbor and port services;
- b. Attendance at conferences, seminars, training sessions, and other activities conducted by public agency professional associations, including professional licensing activities and courses;
- c. Attendance at other seminars, conferences and courses designed to improve or enhance management and operational activities of District;
- 10. Indemnification. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

Pursuant to Government Code section 53243, et seq., if Employee is convicted of a crime involving an abuse of her office or position, all of the following shall apply upon final conviction: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the District, in its discretion, pays for the criminal legal defense of Employee, Employee shall be required to fully reimburse such amounts paid; and (3) if Employee is provided with any severance pay and/or settlement pay, Employee shall be required to reimburse such pay. For purposes of this Section, "abuse of office or position" shall be as defined under California Government Code section 53243.4.

- 11. Entire Agreement. This writing constitutes the sole, entire, integrated, and exclusive contract between the parties respecting Employee's employment by the District as Port Director. There are no promises, covenants, conditions precedent, conditions subsequent, or other understandings between the parties regarding the employment relationship that are not expressed herein. Any other contracts, agreements, contract terms, understandings, promises, or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.
- 12. Notices. Any notice to be given to Employee shall be sufficiently served if given to her personally, or if deposited in the United States Mail, regular certified mail, addressed to:

Holland MacLaurie Address on file with the District Any notice to be given to District shall be addressed to:

Board Chairman Santa Cruz Port Commission 135 Fifth Avenue Santa Cruz, CA 95062

- 13. Successors and Assigns. This Agreement is personal to Employee and may not be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties, including any successor public agency to District.
- 14. Amendments. This Agreement, other than provisions regarding changes in benefits subject to the discretion of the Board of Commissioners as part of a labor contract, may be amended only by a subsequent writing approved and executed by both parties. Any amendment by District must be approved by the District Board of Commissioners. Individual Board members do not have the authority, express or implied, to amend, modify, waive, or in any way alter this Agreement or the terms and conditions of Employee's employment.
  - 15. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.
  - 16. Public Record. Employee acknowledges that this Agreement constitutes a public record and a copy of said Agreement must be made available to the public by the District upon receipt of a request made pursuant to the California Public Records Act, Government Code Section 6250, et seq., and other provisions of California law.
  - 17. Construction and Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

SANTA CRUZ PORT DISTRICT

By:

Toby Goddard, Chair

Santa Cruz Port Commission

HOLLAND MACLAURIE

By:

Holland MacLaurie

Attest:

Secretary of the Board of Commissioners or Designee

#### JOB DESCIPTION

#### **Port Director**

**SUMMARY:** Under the direction of a five member elected Board of Port Commissioners, the Port Director plans, organizes, coordinates, and directs the activities related to the operation, security, law enforcement, maintenance, and improvement of the Santa Cruz harbor. The Port Director is responsible for accomplishing the Port District's multiple missions which include a full array of marine and general services and facilities for commercial and recreational boaters and the general public, and for managing the harbor in a manner that benefits its wide variety of users.

**ESSENTIAL FUNCTIONS:** -- Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Administers and directs activities of the Port District, including Operations, Building/Maintenance/Grounds, Dredging, and Administration departments.
- Establishes and sets agendas for monthly Port Commission meetings; presents written reports and
  makes recommendations on policy, tenant leasing, budget, rates, fees, and charges, provides status
  reports for Port Commission consideration and action, and effectively communicates with all Board
  members on significant issues affecting the District.
- Develops, recommends and implements policies, program planning, and fiscal management for the effective administration and operation of District functions.
- Recommends and implements Board approved short and long range organizational goals, objectives, strategic plans, and operating policies and procedures.
- Directs appropriate staff to implement District goals and objectives, monitors and evaluates
  programmatic and operation effectiveness, and implements staff and personnel changes necessary for
  improvement.
- Designs, establishes, and maintains and organizational structure and staffing to effectively accomplish the District's goals and objectives.
- Ensures compliance with all federal, state, and local laws regulating the District and its activities.
- Oversees annual dredging of the harbor entrance and inner harbor, and ensures maintenance and serviceability of the District's dredging equipment and systems; works with U.S. Army Corps of Engineers on funding and regulatory matters. Maintains relations with all regulatory agencies on matters affecting the harbor dredging program.
- Develops and implements long-range plans for infrastructure improvements, capital projects, and ongoing maintenance and repairs.
- Oversees preparation of the District's annual budget and manages operations to achieve established objectives within available resources.
- Oversees commercial and property management leases and contracts.
- Negotiates contracts with various consultants and contractors providing services to the District and provides day-to-day administration of relations with consultants and contractors to achieve District goals within established budgets.
- · Represents the District in labor negotiations.
- Provides leadership and direction to District employees by setting organizational standards, promoting communication between District departments, and projecting a strong customer service orientation.
- Oversees recruitment, training, supervision and evaluation of District personnel; resolves difficult personnel problems and takes disciplinary action when necessary.
- Represents the District before elected officials, public agencies, harbor user groups, media, and community organizations; promotes positive public relations and interagency cooperation.

#### **Santa Cruz Port District**

- Serves as the primary liaison between the district and the media, disseminating all pertinent information in a timely, efficient and professional manner in the form of press releases, internet, and personal communications.
- Ensures the District's customer service goals are effectively communicated and attained.
- Participates in California Marine Affairs and Navigation Conference (CMANC) as a liaison for the
  District, represents the interests of the District at the state and federal level; meets with Congressional
  representatives and other elected officials on a periodic basis.
- Works with Harbormaster and other state, local, and federal agencies to coordinate interagency training, rescue operations, and law enforcement responsibilities.
- Directs the District's emergency planning and response to storm conditions, adverse weather and ocean conditions advisories.
- Performs such other duties as the Port Commission may direct.

#### **MINIMUM QUALIFICATIONS:**

#### Knowledge of:

- Applicable federal and state laws and regulations pertaining to the operation of a port facility, harbor dredging, related marine activities, and environmental resource management, compliance with marine and air quality environmental regulations;
- Public budgeting systems, financial planning and budgeting principles and practices, debt issuance, and long-term financing alternatives;
- Contract administration and lease administration practices and requirements; lease negotiation practices; commercial development and concession operation practices;
- Principles and practices of boating safety and marina management;
- Marine construction and engineering methods, maintenance and operations of marina equipment and facilities;
- Strategic planning and project management practices;
- Leadership principles and personnel management.

#### Ability to:

- Act as an executive officer reporting to an elected board of commissioners, interpreting and implementing board policies while providing overall management of the harbor;
- Plan, organize, coordinate, and direct overall activities and functions associated with a coastal port;
- Develop goals, objectives, and performance measures;
- Establish revenue and expenditure priorities, and present and control District's budget;
- Communicate clearly and concisely, both orally and in writing, and make public presentations;
- Establish and maintain effective working relationships with commission members, staff, government officials, regulatory agencies, vendors, contractors, lessees, business representatives and the general public;
- Negotiate and administer lease agreements;
- Manage and supervise employees, contractors and consultants, and resolve interpersonal conflicts;
- Analyze administrative problems, reach logical and practical solutions and implement effective changes;
- Deal with a wide range of commercial and recreational users and the general public in a clear and courteous manner.

#### **Experience and Education:**

Any combination of experience and education equivalent to:

Experience: Five years of increasingly responsible experience in a management or supervisory capacity involving the operation, maintenance, and security of a harbor, marina, municipal waterfront, or similar public works operation, maintenance, and security program and which involves a diversity of disciplines including general administration, personnel management, intergovernmental and public relations.

#### **Santa Cruz Port District**

Education: Equivalent to a Bachelor's degree in Business Administration, Public Administration, or another relevant field from an accredited college or university.

Must posses (or be able to obtain) a valid California Driver's License and be insurable for the operation of Port District vehicles.

#### FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement, is entered into effective as of the 1<sup>st</sup> day of November, 2022, by and between SANTA CRUZ PORT DISTRICT, a port district formed and operating pursuant to the provisions of Harbors and Navigation Code Section 6200 et seq., and a political subdivision of the State of California (hereinafter the "District") and HOLLAND MACLAURIE (hereinafter "MacLaurie").

#### Recitals:

The District employed MacLaurie, and MacLaurie accepted employment as the Port Director of District pursuant to an Employment Agreement dated November 1, 2021. The Parties desire to amend the Employment Agreement as stated below:

#### THE PARTIES AGREE AS FOLLOWS:

- 1. The Employment Agreement ("Agreement") dated November 1, 2021, remains in effect in its entirety except as amended herein.
- 2. Section 6.a. of the Agreement is hereby amended to read:

Salary in the amount of \$161,112 annually, payable consistent with District practices and in the same manner as other regular full-time employees of District are paid.

3. Section 6.i. of the Agreement is hereby amended to read:

Employee shall be entitled to 80 hours per year of administrative leave. No cash-out or carry-over of unused administrative leave is authorized.

SANTA CRUZ PORT DISTRICT

BY:

Reed Geisreiter, Chair

Santa Cruz Port Commission

ATTEST:

**Board Clerk** 

**HOLLAND MACLAURIE** 

BY:

Holland MacLaurie

Port Director

#### SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement, is entered into effective as of the 1<sup>st</sup> day of November 2023, by and between SANTA CRUZ PORT DISTRICT, a port district formed and operating pursuant to the provisions of Harbors and Navigation Code Section 6200 et seq., and a political subdivision of the State of California (hereinafter the "District") and HOLLAND MACLAURIE (hereinafter "MacLaurie").

#### Recitals:

The District employed MacLaurie, and MacLaurie accepted employment as the Port Director of District pursuant to an Employment Agreement dated November 1, 2021. The Parties desire to amend the Employment Agreement as stated below:

#### THE PARTIES AGREE AS FOLLOWS:

- 1. The Employment Agreement ("Agreement") dated November 1, 2021, and its First Amendment remain in effect in its entirety except as amended herein.
- 2. Section 6.a. of the Agreement is hereby amended to read:

Salary of \$161,112 shall be adjusted by 5% effective November 1, 2023.

SANTA CRUZ PORT DISTRICT

Stephen Reed, Chair

Santa Cruz Port Commission

ATTEST:

Board Clerk

HOLLAND MACLAURIE

BY:

Holland MacLaurie

Port Director

SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: January 13, 2025

SUBJECT: Storm Surge Recovery Efforts

Recommendation: Receive the update report and provide direction to staff on priorities for

disaster recovery and routine business matters for the next 30-90 days.

As a result of the significant surge event on Monday, December 23, 2024, the Port District sustained considerable damage to its marine infrastructure, and recovery efforts within the harbor remain ongoing. Preliminary damage estimates are anticipated to be upwards of \$25 million. While this report is being presented as an update on impacts and current activities related to the disaster, it is not intended to be a comprehensive after-action briefing.

#### **CURRENT SITUATION**

While the harbor appears normal in many ways, Port District staff continue to function in an emergency response capacity to facilitate debris removal, vessel relocations, infrastructure repair, and financing tasks.

Preliminary engineering inspections have been completed for all north and south harbor docks, including the Boatyard Marine Ways. Detailed maps of the damaged areas are being prepared by Mesiti-Miller Engineering and will be used to guide both temporary and permanent repair work. A more comprehensive underwater assessment is planned to determine the full extent of any "hidden" damage and assist in identifying which docks require replacement vs repair.

Power and water service has been restored to all docks, with the exception of some sections of G and X Docks. As a result of water inundation, the electrical transformer at F-Dock sustained significant damage. A rental transformer has been installed as a temporary measure, while a permanent repair is developed as part of planned electrical work in the area associated with the Murray Street Bridge Project.

Contractors have been mobilized to assist with debris removal and effect temporary repairs to damaged sections of docks and pilings under emergency regulatory permits. This work is being managed concurrently with the ongoing regular operations of the harbor.

#### **ECONOMIC IMPACTS**

The financial outlook heading into FY26 remains highly uncertain and is entirely dependent on whether the California Governor's Office of Emergency Services (CalOES) issues a statewide disaster declaration for this storm surge event. The County of Santa Cruz (on behalf of the Port District and City of Santa Cruz) has submitted a formal request for disaster recovery assistance to CalOES and is currently awaiting a determination. If disaster recovery assistance is made available, 75% of eligible

debris removal and reconstruction costs become reimbursable by CalOES, with the remaining 25% covered by the Port District. (This disaster event is not anticipated to receive any recovery assistance from the Federal Emergency Management Agency (FEMA)).

Revenue losses are currently estimated at approximately \$750 per day or \$22,500 per month, and primarily attributable to lost slip rent and visitor berthing revenue.

The FY25 budget projected \$12,445,646 in revenues and \$11,374,128 in expenditures (including debt service and capital outlay). Despite the revenue losses described above, FY25 revenues are expected to narrowly meet budget projections, while operating costs are expected to exceed budget by approximately 9%. Even with the unanticipated disaster response costs, net income (less depreciation and capitalized expenses) is projected to be positive.

#### **PRIORITIZATION**

Over the last several weeks, staff has attempted to be responsive to the needs of all harbor users, including liveaboards, slip renters, concessionaires, and visitors. With the Murray Street Bridge Project looming and the potential for a limited recreational salmon season in Spring, multiple competing priorities are emerging that affect management decisions for the Port District.

Staff is currently utilizing the following priorities to determine what services can be provided in the current setting:

- 1. Safety / Security
- 2. Serviceability
- 3. Convenience

As always, the first priority is the safety and security of staff and the public. While some sections of the north harbor are not currently in use due to concerns about stability and safety (primarily X-Dock), repair plans for these areas are being developed based on engineering inspections. Additionally, serviceability is a consideration in prioritizing repairs. Requests for work that only result in increased conveniences are not currently being prioritized.

Staff is currently prioritizing the following work:

- Debris removal in both the north and south harbor.
- Removal of failed pilings (primarily in the north harbor).
- Temporary dock repairs to restore berthing (primarily on G and X Docks).
- Development of plans and specifications for the replacement of G and X Docks.
- Coordination efforts with the City of Santa Cruz for the Murray Street Bridge Project (Port District anticipates initiating work at FF-Dock in June 2025).
- Actively engaging with legislators to seek a timely determination from CalOES.

#### **MUTUAL AID**

The Port District has received mutual aid assistance from numerous outside agencies including the City of Santa Cruz, the County of Santa Cruz, the US Coast Guard and Auxiliary, the Department of Fish and Game, the California Highway Patrol, Community Foundation Santa Cruz County, and the American Red Cross.

#### **PORT DISTRICT STAFF**

Despite the increasing challenges and demands, staff has continued to perform admirably. They have exhibited extraordinary professionalism in extremely difficult circumstances and have made numerous personal sacrifices to respond to this disaster event and assist with recovery efforts.

#### SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: January 22, 2025

SUBJECT: Review of Emergency Action for North Harbor Dock Repair Work

Recommendation: Continue the emergency action for north harbor dock repair work.

#### BACKGROUND

On January 21, 2025, pursuant to Section 20168 of the Public Contract Code, the Port Commission adopted a resolution declaring an emergency at the Santa Cruz Harbor due to the extensive damage to north harbor marine infrastructure that occurred during the significant surge event on December 23, 2024. The Port Commission adopted the following findings:

- An emergency exists at Santa Cruz Harbor that requires the immediate expenditure of public money to safeguard life, health and/or property that will not permit a delay resulting from a competitive solicitation for bids, and that emergency repair work is necessary to respond to such emergency.
- That docks, pilings, and other critical infrastructure are required to secure vessels against
  ordinary tidal movements, storm surges, and other events; that north harbor docks, primarily GDock and X-Dock sustained significant damage during the surge event resulting in a loss of
  berthing capacity; and that that emergency repair work is necessary to restore berthing capacity
  and mitigate against additional damage that may arise in the event of additional storm surges or
  other events.

As provided for under the resolution, a contract was executed with Cushman Contracting Corporation in an amount not-to-exceed \$1,500,000 for emergency dock repair work in the north harbor.

#### **ANALYSIS**

The Public Contract Code requires that the Port Commission review the emergency contract action at its next regular meeting after approving the contract and determine by 4/5ths vote whether the emergency contract should continue.

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

There are no impacts on Port District resources associated with continuing the emergency action.

### Santa Cruz Port District Resolution 25-03 January 28, 2025

On the motion of \_\_\_\_\_

Duly seconded by
A resolution authorizing a one-time expenditure from the Reserve Fund in the amount of \$1,500,000 for emergency dock repair in the north harbor.
WHEREAS, the Santa Cruz Port District maintains reserve funds to strengthen the financial stability of the District against economic uncertainty, unexpected situations such as natural or man-made disasters, unanticipated drops in revenue, and other unforeseen emergencies or extraordinary circumstances that the Port District may face that are infrequent in occurrence; and
WHEREAS, the use of reserve funds shall generally be limited to unanticipated, non-recurring needs, and shall not be used for normal or recurring annual operating expenditures; and
WHEREAS, the use of reserve funds is being requested to facilitate emergency dock repair in the north harbor to restore critical infrastructure and berthing capacity; and
WHEREAS, the current Reserve Fund balance totals \$1,836,776, which is adequate to support the request.
NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz Port District Commission hereby authorizes an expenditure from the Reserve Fund in the amount of \$1,500,000 for emergency dock repair in the north harbor; and
BE IT FURTHER RESOLVED that the Reserve Fund balance will decrease by \$1,500,000 and the FY25 Capital Improvement Program balance will increase by \$1,500,000 to approximately \$10,817,413; and
BE IT FURTHER RESOLVED that if any disaster recovery assistance through the California Governor's Office of Emergency Services (CalOES) becomes available it may be used to reimburse the Reserve Fund.
PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 28 <sup>th</sup> day of January 2025, by the following vote:
AYES:
NOES:
ABSENT:
Approved by:
Toby Goddard, Chair Santa Cruz Port District Commission

SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: January 23, 2025

SUBJECT: Authorization of \$2 Million Line of Credit with PNC Bank for Storm Surge Recovery

**Efforts** 

Recommendation: Authorize the Port Director to execute loan documents with PNC Bank

for a \$2 million line of credit to assist with financing storm surge

recovery efforts.

#### **BACKGROUND**

The Port Commission previously declared an emergency at Santa Cruz Harbor due to conditions of extreme peril that arose on December 23, 2024, as a result of a major surge event. Impacts from the surge event caused considerable damage to the Port District's marine infrastructure, including pilings, docks, utility service, and other critical equipment. The preliminary damage assessment estimates a total of approximately \$25 million for emergency response, debris removal, and repair and replacement of damaged facilities<sup>1</sup>.

All costs associated with the storm surge recovery efforts are unanticipated expenses in the FY25 budget. The Port District's available cash balance as of January 23, 2025, is approximately \$9.4 million. To provide a short-term financing option for immediate repair work, staff contacted PNC Bank to obtain terms for a modest, \$2 million line of credit.

#### **ANALYSIS**

PNC Bank has provided a term sheet that outlines provisions for the line of credit (Attachment A).

#### IMPACT ON PORT DISTRICT RESOURCES

Establishing a line of credit with PNC Bank will provide the Port District with a flexible financing option, if needed, and may be repaid with CalOES disaster recover assistance (if received) or through alternative debt service planning in the FY26 budget.

ATTACHMENT: A. PNC Bank – Line of Credit Term Sheet

<sup>&</sup>lt;sup>1</sup> The County of Santa Cruz (on behalf of the Port District) has submitted a formal request for disaster recovery assistance to the California Governor's Office of Emergency Services (CalOES) and is currently awaiting a determination. If disaster recovery assistance is made available, 75% of eligible debris removal and reconstruction costs become reimbursable by CalOES, with the remaining 25% covered by the Port District. (This disaster event is not anticipated to receive any recovery assistance from the Federal Emergency Management Agency (FEMA)).



January 23, 2025

Santa Cruz Port District 135 5<sup>th</sup> Avenue Santa Cruz, CA 95062

Attention: Holland MacLaurie

Title: Port Director

You have requested that PNC Bank, National Association ("Bank") provide certain financing to Santa Cruz Port District ("Borrower"). This letter outlines, for discussion purposes only, some of the principal terms of the suggested facilities. The outline contained in this letter is not a commitment or an offer to lend and does not create any obligation on the part of the Bank. The Bank will not be deemed to extend any commitment to the Borrower unless and until a formal commitment letter is issued. This outline is only a brief description of the principal terms of the proposed facility, is intended for discussion purposes only and is subject to further revision:

**Borrower(s):** Santa Cruz Port District

Credit Facility: \$2,000,000 Revolving Credit Facility

**Purpose:** Provide liquidity to support reconstruction

**Amortization:** Available for borrowing, re-paying and re-borrowing until maturity

**Maturity:** Two (2) year(s) from the closing date

**Interest Rates:** 

The sum of (A) Daily SOFR plus (B) 200 basis points (2.00%).

"Daily SOFR" means, for any day (a "SOFR Rate Day"), a daily interest rate per annum as determined by the Bank and which is based on the secured overnight financing rate ("SOFR") administered by the Federal Reserve Bank of New York or successor administrator.

Santa Cruz Port District January 23, 2025 Page 2

**Collateral:** On parity with existing PNC term loan to include Gross Revenue Pledge of

all Revenues of Santa Cruz Port District and negative pledge on real estate.

**Loan Fee:** \$2000 **Ten Basis points** of the aggregate amount of the Credit Facility; due

at closing. The Loan Fee shall be non-refundable

Reporting

**Covenants:** To mirror existing reporting covenants

**Covenants:** Affirmative and negative covenants, including financial covenants, will be

specified by the Bank for inclusion in the Loan Documents. To mirror

existing covenants.

**Documentation:** Loan Documents in form and substance satisfactory to the Bank must be

executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as

are appropriate in the Bank's opinion and specified by the Bank.

Conditions **Precedent:** 

The Financing Documents shall include conditions precedent customary for

transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing

authorizing resolution): financial statements; bring-down of

representations and warranties; and certification as to no default or event

of default.

USA PATRIOT

**Act Notice**: Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub.

107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with

the USA PATRIOT Act.

**Governing Law** 

and Jurisdiction: California

Santa Cruz Port District January 23, 2025 Page 3

**Miscellaneous:** Submission to binding arbitration.

The Borrower acknowledges that the Bank may obtain, and by signing below the Borrower and any individual Guarantor provide written authorization to the Bank, in its sole discretion, to obtain customer, vendor and credit reference checks as well as tax liens, litigation and judgment searches, and background reports on the Borrower and certain key individuals associated with the Borrower (including without limitation personal credit profiles for one or more national credit bureaus). This authorization extends to obtaining a credit profile in considering this Credit Facility

Although not inclusive, this letter highlights many of the principal terms of the suggested facilities and is intended as a basis for further discussion. The Bank will not be deemed to extend a commitment to the Borrower unless and until a formal commitment letter is issued. This letter and the preliminary terms and conditions are delivered to the Borrower on the condition that they be kept confidential and not be shown to, or discussed with, any third party, including any financial institution (other than on a confidential or need-to-know basis with the Borrower's directors, officers, employees, counsel and other advisors, or as required by law) without PNC's prior approval.

We appreciate the opportunity to provide this proposal and look forward to discussing it further with you.

Sincerely,

#### PNC BANK, NATIONAL ASSOCIATION

By:		
• -	Kym Hudson	
	Senior Vice President	
	Relationship Manager	

#### SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: January 2, 2025

SUBJECT: Port District Priorities 2025

Recommendation: Discuss and confirm the Port District priorities for 2025.

Each year, the Port Commission establishes priorities to guide the Port District's activities and initiatives over the coming year. The priorities are developed to address long-term and short-term needs of the harbor and its users, as well as the community at large. Priorities are arranged into categories (e.g. Sustainability, Accountability, Community, etc.) that reflect the broad scope of the Port District's functions and responsibilities.

The Port Commission last adopted priorities in January 2024. Adoption of the priorities in the January timeframe is ideal, as it can help guide the budget process and establish priorities for Port District management and staff for the coming year.

ATTACHMENT: A. Port District Priorities 2025

#### MESSAGE FROM PORT DIRECTOR

January 10, 2025

Honorable Chairman and Members of the Port Commission:

The Port District's list of annual priorities is a key planning tool which provides the necessary framework to guide the District's efforts over the upcoming year. Priorities are developed in conjunction with the District's Mission Statement and are intended to reflect ongoing efforts to identify and address critical infrastructure needs, maintain fiscal responsibility and transparency, promote long-term sustainability, and continue ongoing efforts to strengthen community outreach and communication.

The goals and priorities identified in the following report are being proposed for consideration and adoption by the Commission for calendar year 2025.

Staff looks forward to duly carrying out the identified goals and priorities.

Sincerely,

Holland MacLaurie

Port Director

#### **OVERVIEW OF 2025 PRIORITIES**

The 2025 priorities are organized within the following focus areas:

	ORGANIZATION AND CULTURE
000	FINANCIAL ACCOUNTABILITY
73	INFRASTRUCTURE MAINTENANCE
(m)	COMMUNITY & STEWARDSHIP
	NAVIGATION & DREDGING

	ORGANIZATION AND CULTURE: Provide an organizational structure that effectively utilizes resources to engage personnel and supports a workplace culture of accountability and excellence.
Priority:	Maximize training and certification opportunities for all personnel, particularly as it relates to Harbor Patrol and the Marine Rescue Services program (i.e., Dive, EMT, etc.).
Priority:	Maintain an organizational structure that best meets current future business needs of the District.

000	FINANCIAL ACCOUNTABILITY: Provide careful management and oversight of the Port District's financial resources and reserves while maintaining operations and services.
Priority:	Continue to ensure that required coverage ratios and reporting requirements are met for existing debt.
Priority:	Manage financial resources and reserves to allow for recovery from the surge event of December 23, 2024.
Priority:	Secure additional funding support from the County of Santa Cruz for Santa Cruz Harbor Marine Rescue Services (last increase received in 2019).
Priority:	Explore opportunities to generate additional revenue utilizing Port District property (i.e. farmers markets, holiday activities, etc.).
Priority:	Continue performing cost-benefit analyses of the Port District's insurance coverage and premiums. Identify potential alternatives for coverage (SDRMA, PRISM, etc.).
Priority:	Complete Economic Impact Assessment.

<i></i>	INFRASTRUCTURE MAINTENANCE: Perform ongoing review and development of the Capital Improvement Program (CIP) to ensure facilities serving the boating community are protected and upgraded.
Priority:	December 2024 Surge Damage: Initiate work to complete necessary repairs and reconstruction as expeditiously as possible given financial constraints and permitting.
Priority:	Coordinate efforts with the City of Santa Cruz for the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project, including commencement of the Demolition and Reconstruction of FF-Dock Project (June 2025).
Priority:	Initiate the process of submitting regulatory permit applications for site improvements at 616 Atlantic Avenue.
Priority:	Participate in the County of Santa Cruz's Multi-Jurisdictional Hazard Mitigation Plan efforts to ensure eligibility for future FEMA Hazard Mitigation Funding for capital projects.

	COMMUNITY & STEWARDSHIP:  Continue being an open, transparent, accountable, and high performing organization that utilizes resources to provide high quality services to slip renters and visitors alike.
Priority:	Continue coordination efforts with the County of Santa Cruz and the City of Santa Cruz on projects and initiatives of mutual concern (i.e., 7 <sup>th</sup> & Brommer, Coastal Rail Trail Project, Watermain Replacement).
Priority:	Maintain commercial fishing fleet and landings.
Priority:	Obtain Certified Clean Marina designation for the Santa Cruz Harbor Boatyard.

	NAVIGATION & DREDGING:  Maintain safe passage for commercial and recreational vessels transiting the federal entrance channel and provide access to berthing and refuge.
Priority:	Finalize renewal of the current Memorandum of Agreement with USACE for operation and maintenance of the federal entrance channel (expires 04/30/25).
Priority:	Continue actively planning for the haul of <i>Twin Lakes</i> .

Date	No.	Vendor	Description		Amount
12/4/2024	60846	Employee #1917	Final Pay	\$	1,269.11
	60847-60929		VOID		
12/13/2024	60930	Airtec Service	2222 East Cliff Drive & Harbor Office Boiler Service & Repair	\$	3,617.67
12/13/2024	60931	Allied Administrators for Delta Dental	Dental Insurance	\$	3,216.17
12/13/2024	60932	Amazon Capital Services	Combination Wrenches, Breakroom Supplies	\$	206.71
12/13/2024	60933	Amerigas	Ancillary Equipment Fuel	\$	420.18
12/13/2024	60934	Anderson Pacific	North Harbor Transformer Replacement Project Progress Payment	\$	535,127.40
12/13/2024	60935	APED	Lubricant	\$	6.56
12/13/2024	60936	AT&T	Telephone	\$	322.44
12/13/2024	60937	Atchison Barisone Condotti & Kovacevich	Legal Consultation	\$	82.20
12/13/2024	60938	B & B Small Engine	Chainsaw Chain, Fuel	\$	109.03
12/13/2024	60939	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection	\$	12,918.66
12/13/2024	60940	Bay Plumbing Supply, Inc.	Harbor Office Faucet Replacement, 2222 East Cliff Drive Restroom Faucet Replacement, Pipe Cutter	\$	248.78
12/13/2024	60941	Bayview Hydraulics, Inc.	Forklift Seal Kit	\$	497.10
12/13/2024	60942	Big Creek	Driver Bit	\$	1.08
12/13/2024	60943	Blake Anderson	Employee Expense Reimbursement: Lighted Boat Parade Supplies	\$	98.27
12/13/2024	60944	Brink's Incorporated	Deposit Courier Service	\$	584.77
12/13/2024	60945	Burke, Williams & Sorensen, LLP	Legal Consultation	\$	11,976.00
12/13/2024	60946	Cale America, Inc.	Monthly Service	\$	1,358.52
12/13/2024	60947	California Air Resources Board	Commercial Harbor Craft Regulatory Fees	\$	3,438.00
12/13/2024	60948	Terry Campion	Security Deposit Refund	\$	252.97
12/13/2024	60949	Mark Cauwels	Security Deposit & Credit Balance Refund	\$	421.50
12/13/2024	60950	Citi Cards	Breakroom Supplies, Employee Recognition, Anchovy Clean- Up Nets	\$	1,511.62
12/13/2024	60951	Coast Lock & Safe Inc.	Rekey Fuel Dock Pump Lock	\$	37.32
12/13/2024	60952	Comcast	Business Internet	\$	574.23
12/13/2024	60953	Complete Mailing Service	Statement Mailing & Postage	\$	610.91
12/13/2024	60954	County Clerk - Elections	2024 Port Commission Appointment In-Lieu of Election & Oath of Office		175.00
12/13/2024	60955	Covello & Covello Photography	Port Commission Portraits	\$	499.36
12/13/2024	60956	Anne Criss	Security Deposit Refund	\$	141.04
12/13/2024	60957	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$	2,944.12
12/13/2024	60958	Crystal Springs Water Co.	Boatyard Drinking Water	\$	120.50
12/13/2024	60959	Data Ticket, Inc.	Citation Processing (October)	\$	506.74

Date	No.	Vendor	Description		Amount
12/13/2024	60960	Downey Brand	Legal Consultation	\$	4,396.00
12/13/2024	60961	Ewing Irrigation Products, Inc.	Landscaping Supplies	\$	149.25
12/13/2024	60962	Franchise Tax Board	Wage Garnishment	\$	640.18
12/13/2024	60963	Grainger	Floor Squeegee, Disposable Gloves, Absorbent, Batteries	\$	527.80
12/13/2024	60964	Haro Kasunich & Associates, Inc.	Engineering Services: East Access Road Embankment Assessment & Repair	\$	300.00
12/13/2024	60965	Home Depot Credit Services	Drain Snake, Magnifiers, Drill Bits, Angle Grinder & Battery, Hand Tap, Sun Shade Fabric, Concession Lot Concrete Patch, Light Bulbs, Light Fixture, Masonry Blade, Screwdriver Set, Shower Drain Cover Replacement, Work Gloves, Electrical Wire & Tester, Dock Gate Hinges, Tool Box, Hand Tools,		2,260.63
12/13/2024	60966	Hose Shop	Forklift Hydraulic Caps & Plugs	\$	56.07
12/13/2024	60967	Lyn Ruth Johnson	Security Deposit Refund	\$	130.16
12/13/2024	60968	Patrice Kramer	Security Deposit Refund	\$	120.26
12/13/2024	60969	Marina Ware	Security Camera Replacement, Additional Software Support	\$	999.38
12/13/2024	60970	Patti Martin	Security Deposit Refund	\$	110.92
12/13/2024	60971	McDermott, Dick	497 Lake Avenue Installment Payment	\$	4,535.45
12/13/2024	60972	McMaster-Carr Supply Company	Lubricant	\$	202.57
12/13/2024	60973	Melrose Building	Employee Expense Reimbursement: Boatyard Travelift Sling Paper	\$	279.47
12/13/2024	60974	Mesiti-Miller Engineering, Inc.	Engineering Services: East Access Road Embankment Assessment & Repair		2,534.00
12/13/2024	60975	Mid County Auto Supply	Backhoe Fuel Line & Oil Filter, Dozer Diesel Exhaust Fluid, Oil Drain Pan, Patrol Vehicle Headlight Bulb, Brake Cleaner		582.24
12/13/2024	60976	Mission Uniform Service	First Aid Supply, Linen & Uniform Service	\$	473.24
12/13/2024	60977	Monterey Bay Analytical Services	Boatyard Stormwater Testing	\$	747.00
12/13/2024	60978	Niki Rothwell	Employee Expense Reimbursement: Patrol Boat Kinnamon Holiday Lights	\$	58.89
12/13/2024	60979	Operating Engineers	Union Dues (Payroll Deduction)	\$	414.00
12/13/2024	60980	Capital One Trade Credit	Dock Gate Hardware	\$	24.62
12/13/2024	60981	Monty Overson	Security Deposit Refund	\$	406.72
12/13/2024	60982	Pacific Gas & Electric Company	Utilities	\$	648.98
12/13/2024	60983	Palace Business Solutions	Office Supplies	\$	108.68
12/13/2024	60984	Terry Parker	Security Deposit Refund	\$	241.40
12/13/2024	60985	Peninsula Diesel Inc.	Dauntless Transmission Filter	\$	224.73
12/13/2024	60986	Peace Officers Research Association of California	Association Dues (Payroll Deduction)	\$	159.00
12/13/2024	60987	PORAC Legal Defense Fund	Association Dues (Payroll Deduction)	\$	252.00
12/13/2024	60988	Priors Tires	Parking Cart Tires, Patrol Vehicle Tire Repair	\$	339.23

Date	No.	Vendor	Description	Amount
12/13/2024	60989	Ernest Prochnow	Security Deposit Refund	\$ 76.00
12/13/2024	60990	Ray, Carl	Security Deposit Refund	\$ 138.32
12/13/2024	60991	Resa Power LLC	493 Lake Avenue Elevator Transformer Part Replacement	\$ 265.73
12/13/2024	60992	Riverside Lighting & Electric	Photo Cells, Lightbulbs, Batteries	\$ 213.29
12/13/2024	60993	Michael Smith	Backflow Testing & Repair	\$ 1,989.00
12/13/2024	60994	Santa Cruz Carpet Cleaning	Harbor Office & Harbor Public Meeting Room Carpet Cleaning	\$ 650.00
12/13/2024	60995	Santa Cruz Fire Equipment Company	Fire Extinguisher Service	\$ 172.13
12/13/2024	60996	David Satre	Security Deposit Refund	\$ 134.30
12/13/2024	60997	Scheidt & Bachmann	Concession Lot Gate Arm Replacement, Monthly Service	\$ 3,096.82
12/13/2024	60998	Santa Cruz Municipal Utilities	Utilities	\$ 16,150.43
12/13/2024	60999	Joel M. Smith	Waiting List Reinstatement Fee Refund	\$ 175.00
12/13/2024	61000	Daniel Soltzberg	Security Deposit Refund	\$ 120.26
12/13/2024	61001	SSB Construction	Metal Canopy Structure Project (City Reimburseable)	\$ 122,070.00
12/13/2024	61002	Staples Business Advantage	Office Supplies	\$ 66.23
12/13/2024	61003	SWRCB	Dredging & Regional General Permit Fees	\$ 7,752.00
12/13/2024	61004	Svendsen's Marine & Industrial Supply	Equipment Anodes	\$ 82.96
12/13/2024	61005	TranSystems Corporation	Engineering Services: North Harbor Transformer Replacement Project	\$ 1,250.28
12/13/2024	61006	U.S. Bank Equipment Finance	Copier Leases	\$ 305.55
12/13/2024	61007	US Relay	Webcam Service	\$ 484.00
12/13/2024	61008	Verizon Wireless	Cell Phone & Tablet Service	\$ 277.33
12/13/2024	61009	Vestis	Foul Weather Gear	\$ 251.71
12/13/2024	61010	West Coast Wire Rope	Shackles	\$ 206.37
12/13/2024	61011	West Marine Pro	Patrol Boat Kinnamon Personal Flotation Ring Replacement, Boat Hook, Twin Lakes Mast Cable Stand	\$ 363.21
12/13/2024	61012	West Marine Pro	Boatyard Retail Items	\$ 457.84
12/13/2024	61013	Firefish Grill	Employee Recognition: Holiday Event	\$ 5,049.12
12/5/2024	Various	Various Employees	11/16/24-11/30/24 Payroll	\$ 7,450.65
12/20/2024	Various	Various Employees	12/1/24-12/15/24 Payroll	\$ 9,910.41
12/1/2024	EFT	Cardconnect	RV Park Credit Card Fees	\$ 753.84
12/1/2024	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 17.50
12/1/2024	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,222.97
12/1/2024	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 338.16
12/1/2024	EFT	Merchant Services	CALE Credit Card Fees	\$ 684.64
12/1/2024	EFT	Merchant Services	Fuel Dock Credit Card Fees	\$ 218.21

Date	No.	Vendor	Description		Amount
12/1/2024	EFT	Merchant Services	Online Billpay Credit Card Fees	\$	264.10
12/1/2024	EFT	Transaction Express	Online Billpay ACH Fees	\$	685.35
12/1/2024	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$	1,564.96
12/2/2024	EFT	California Department of Tax and Fee Administration	Hazardous Waste Generation & Handling Return	\$	236.30
12/3/2024	EFT	A1 Transmission & Marine Inc.	Dauntless Transmission Inspection	\$	1,100.00
12/5/2024	EFT	Fiserv	RV Park ACH Fees	\$	10.00
12/5/2024	EFT	PAYCHEX	11/16/24-11/30/24 Payroll Direct Deposit	\$	69,637.79
12/5/2024	EFT	PAYCHEX	11/16/24-11/30/24 Payroll Taxes	\$	32,621.71
12/5/2024	EFT	PAYCHEX	Payroll Service Fees	\$	631.07
12/5/2024	EFT	California State Disbursement Unit	Wage Garnishment	\$	125.00
12/5/2024	EFT	California State Disbursement Unit	Wage Garnishment	\$	76.50
12/5/2024	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$	4,359.05
12/5/2024	EFT	CalPERS	Health Insurance	\$	53,095.70
12/5/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$	10,126.61
12/5/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$	7,628.78
12/5/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$	1,896.33
12/5/2024	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$	346.19
12/6/2024	EFT	Comerica Commercial Card Services	WhenIWork Subscription, Shipping, Office Supplies, Dewatering Pump Parts, Vehicle Smog Check, Stormwater Testing Supplies, Backhoe Fuel Lines, Signage, Dauntless Anchor Line, Standby Generator Coolant, Santa Cruz Harbor Hats, Commissioner Nameplates, Constant Contact Subscription, Zoom Subscription, Employee Recognition, Surfline Subscription, HDMI Cable, Commission Meeting Refreshments, Serial Cables, Harbor Patrol Uniform Patches, Hydrogen Sulfide Zeroing Tool		4,124.76
12/10/2024	EFT	A1 Transmission & Marine Inc.	Dauntless Transmission	\$	25,145.35
12/10/2024	EFT	Campspot	Monthly RV Park Reservation System Fees	\$	226.70
12/10/2024	EFT	Comerica Bank	Service Charges	\$	820.68
12/10/2024	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$	23.96
12/16/2024	EFT	GoTo Communications, Inc.	Monthly IP Telephone Service	\$	505.38
12/20/2024	EFT	PAYCHEX	12/1/24-12/15/24 Payroll Direct Deposit	\$	70,183.95
12/20/2024	EFT	PAYCHEX	12/1/24-12/15/24 Payroll Taxes	\$	35,670.77
12/20/2024	EFT	PAYCHEX	Payroll Service Fees	\$	711.85
12/20/2024	EFT	PAYCHEX	Time & Attendance Fees	\$	120.45
12/20/2024	EFT	California State Disbursement Unit	Wage Garnishment	\$	255.00
12/20/2024	EFT	California State Disbursement Unit	Wage Garnishment	\$	125.00

Date	No.	Vendor	Description	A	mount
12/20/2024	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$	4,504.43
12/20/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$	9,876.68
12/20/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$	7,554.08
12/20/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$	1,309.88
12/20/2024	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$	346.19
12/30/2024	EFT	Windcave, Inc.	Concession Lot Credit Card Gateway Fees	\$	490.62
				\$ 1,3	135,012.26

#### SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: January 10, 2025

SUBJECT: Port Director's Report – January 28, 2025

#### Storm Surge Recovery Efforts

As a result of the significant surge event on Monday, December 23, 2024, the Port District sustained considerable damage and recovery efforts within the harbor remain ongoing. Preliminary damage estimates are anticipated to be upwards of \$25 million. Throughout the harbor there is widespread damage to dock main bodies, fingers, connections, electrical and water service, whalers, cleats and rub rails which will require replacement and repair.

In cooperation with the County of Santa Cruz, a Proclamation of Local Emergency and request for state assistance has been submitted to CalOES. CalOES is in the process of evaluating the request under the California Disaster Assistance Act (CDAA) and representatives were onsite to complete an initial damage assessment on Monday, January 6, 2025.

#### Cybersecurity Grant Funding

In September, the Port District submitted its grant application for the State and Local Cybersecurity Grant Program, which is managed by the Department of Homeland Security and the Cybersecurity and Infrastructure Security Agency. The grant offers funding (with no required match) for services to strengthen an agency's cybersecurity posture, like managed IT and security services, data back up, and security awareness training. The Port District has been awarded \$129,120 in grant funding for the upcoming fiscal year.

#### 616 Atlantic Avenue - Coastal Commission Permit Extension

In August 2022, the Coastal Commission authorized an extension deadline for submission of final restaurant plans at 616 Atlantic Avenue from December 31, 2022, to December 31, 2024. At the request of the Port District, the Coastal Commission has granted an extension for submission of final restaurant plans to December 31, 2025.

#### Economic Impact Assessment – Site Visit

In August 2024, the Port Commission awarded a contract to Martin Associates for the purposes of conducting an Economic Impact Assessment and development of an informational report to assess and summarize the Port District's economic benefit to the community. Since awarding the contract, Martin Associates has been gathering the necessary data and conducted a site visit on December 11, 2024, to better understand the Port District's operation and discuss other details necessary for the report. Report completion is scheduled for early 2025.

#### Escrow Funds - Murray Street Bridge Project

Fully executed copies of the Permanent Easement and Temporary Construction Easement Agreement for the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project have been received from the City. Escrow documents have been executed and recorded, and the remaining \$2.49 million available under the Agreement was disbursed to the Port District on December 11, 2024.

#### Local Hazard Mitigation Plan

On December 13, 2024, the Port District participated in a kickoff meeting for the County of Santa Cruz's Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) effort. The meeting provided an overview of the MJHMP planning process, introduced the County's consultant team, and outlined expectations, roles, and next steps for participating agencies. In 2025, the Port District will work with the County's consultant team to develop a separate section within the County's main plan that focuses on the specific aspect of risk and mitigation strategies for the Port District. Final plan submission is anticipated in October 2025.

#### Insurance Renewal Update

In an effort to secure more advantageous insurance premium pricing, the Port District has initiated its FY26 renewal process earlier than normal. Additionally, options for pooled coverage through PRISM and SDRMA are once again being explored.

#### California CLASS Investment Account

Staff met with representatives from California CLASS' investment services on January 9, 2025. The meeting provided beneficial information on the District's current CLASS Prime account and the available Enhanced Cash account, which will likely be utilized by the District in the future as investment rates continue to shift.

#### <u>Dredge Reimbursement</u>

The Port District received reimbursement from the U.S. Army Corps of Engineers in the amount of \$131,250 for Q3 of calendar year 2024. Q4 has been invoiced.

#### California Marine Affairs and Navigation Conference (CMANC) - Washington Meeting

The annual CMANC meeting in Washington DC is scheduled for February 11-12, 2025. In addition to advocating for the District's annual \$525,000 reimbursement from the U.S. Army Corps of Engineers (Corps), a meeting with Corps representatives will be arranged to discuss the renewal of our new 10-year Memorandum of Agreement. Commission approval for out-of-state travel for the Port Director and one additional District representative is requested.

#### Draft FY25 Budget

To accommodate the 2025 CMANC meeting schedule, review of the draft FY26 budget will occur earlier than usual at a special public budget session on Thursday, February 6, 2025, at 5:30 PM.

#### SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Blake Anderson, Harbormaster

DATE: January 17, 2025

SUBJECT: Harbormaster's Report – January 28, 2025

#### Annual Search and Rescue Statistics Update

From January 1, 2024, to December 31, 2024, Harbor Patrol responded to 67 marine calls for service and took 10 reports for vessel accidents. A total of 23 lives were saved. A "life saved" is counted as any time a person is pulled/rescued from the water, or a vessel (with people on board) is saved from being beached or sinking.

#### Marine Flare Disposal Grant

The County of Santa Cruz was awarded a CalRecycle hazardous materials disposal grant in the amount of \$100,000 to provide in-county expired marine flare collection events. The Port District will provide the collection site, and the County Household Hazardous Waste Program will handle the event logistics, storage, and trucking to the disposal location. Staff is excited to work with County representatives to plan for the upcoming events, which will occur throughout 2025.

#### Anchovies

As of January 17, 2025, anchovies still remain in the harbor, although numbers have dropped off. Based on staff's experience and observation, we believe this is the first time anchovies have populated the harbor during this part of the year. Fortunately, the water is cold, which improves dissolved oxygen levels, but if the fish remain in the harbor through the late-spring and into summer we will have significant die-off concerns.

#### Fuel System Upgrades

The District has contracted with Triton Construction to replace the three drop hoses that supply the dispensers at the dock. The work is necessary to ensure the highest level of environmental protection and reduce future labor and material costs. The current drop hoses are of a material susceptible to degradation by the marine environment and must be replaced often. The new drop hoses will be rated for the marine environment and will last significantly longer. The work will require a three-day shutdown of the fuel system, which will occur in mid-February. Advance notice of the shutdown will be provided to the boating public.

#### Surplus Sale

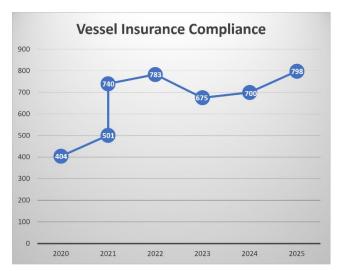
Staff conducted an online surplus sale using the Public Surplus website. The vessel, a 26' 1983 Bertram was sold for \$1000.00 to a buyer in San Diego who intends to do a full restoration on the classic vessel.

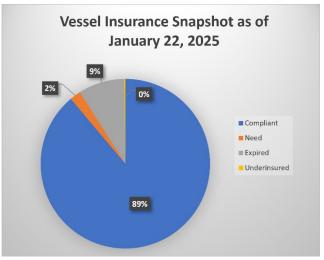
#### Vessel Insurance Update

As of January 22, 2025, vessel insurance statistics are as follows:

• In-Compliance: 798

Currently Expired Insurance: 79
No Insurance Presented: 19
Underinsured (\$100k): 2





#### Fishery Update

The commercial Dungeness crab fishery opened on January 5, 2025, with a 50% gear reduction. Fortunately, despite the heavy swell toward the end of December, the entrance channel is deep enough to allow vessels to transit the entrance with favorable tide and swell conditions. Reports from the commercial fleet indicate the crabbing has been poor during the first ten days of the season. The recreational Dungeness fishery is now open to conventional traps.

Rockfish closed on December 31, 2024. It is anticipated to open again in April 2025 with restrictions to protect Quillback rockfish stocks.

On December 31, 2024, Secretary of Commerce Gina M. Raimondo announced her determination that a fishery resource disaster occurred in the 2024 State of California Sacramento River Fall Chinook and Klamath River Fall Chinook salmon. The positive determination makes these fisheries eligible for future federal disaster assistance. The 2023 salmon closure disaster funds have yet to be released, however the funds have been transferred from NOAA to the Pacific States Marine Fisheries Commission, which is a positive indication that funds could soon be in the hands of those affected by the closure.

Fisheries Report continued on the next page.

#### Fisheries Report

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

#### **November 2024 – Total Port Landings:**

	Weight	Ex-Vessel	Approx.
Species	(lbs.)	(\$ / lbs.)	Value
Jack Mackerel	4,350.75	\$1.35	\$5,898.65
Jacksmelt	1,358.50	\$1.23	\$1,668.25
Rockfish (various)	280.50	\$2.73	\$768.50
Lingcod	160.45	\$3.55	\$570.08
Total	6,150.20		\$8,905.48

Species also landed\* - Rock Crab, Sablefish (Blackcod), Pacific Pompano, pacific Sardine, Pacific Mackerel, Northern Anchovy, Cabezon, Petrale Sole, Thorneyhead Shortspine

#### **December 2024 - Total Port Landings:**

	Weight	Ex-Vessel	Approx.
Species	(lbs.)	(\$ / lbs.)	Value
Rock Crab	2,941.00	\$2.12	\$6,246.15
Sablefish (Blackcod)	2,686.70	\$3.06	\$8,234.98
Lingcod	60.82	\$2.29	\$139.64
Rockfish (various)	327.41	\$2.41	\$791.53
Total	6,015.93		\$15,412.30

Species also landed\* - Pacific Mackerel, Jack Mackerel, Sanddab, Thorneyhead Shortspine

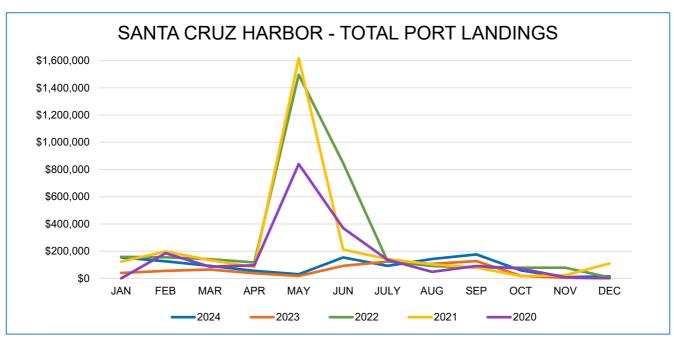
\*weight and value data redacted by Fish and Wildlife pursuant to Fish and Game Code, Section 8022.

#### **November 2024 – Resident Buyer Landings:**

ITOTOTIBOL ZOZ	Ttoolaolit B		90.
	Weight	Ex-Vessel	Approx.
Species	(lbs.)	(\$ / lbs.)	Value
Rock Crab	1,925.25	\$3.00	\$5,775.75
Sablefish (Blackcod)	1,111.15	\$3.00	\$3,333.45
Rockfish (various)	444.00	\$2.50	\$1,110.00
Mackerel	241.10	\$1.00	\$241.10
Lingcod	165.60	\$3.00	\$496.80
Pacific Sardine	105.40	\$1.00	\$105.40
Soles	11.50	\$2.00	\$23.00
Jacksmelt	8.00	\$2.00	\$16.00
Thorneyhead Short	3.60	\$2.00	\$7.20
Total	4,015.60		\$11,108.70

#### December 2024 - Resident Buyer Landings:

December 2024 Resident Bayer Landings.									
	Weight	Ex-Vessel	Approx.						
Species	(lbs.)	(\$ / lbs.)	Value						
Rockfish (various)	1,068.85	\$2.50	\$2,672.12						
Rock Crab	889.00	\$3.00	\$2,667.00						
Sablefish (Blackcod)	588.20	\$3.00	\$1,764.60						
Jack Mackerel	302.90	\$1.00	\$302.90						
Sanddabs	150.00	\$2.00	\$300.00						
Lingcod	27.60	\$3.00	\$82.80						
Total	3,026.55		\$7,789.42						



2024 Annual total landings data continued on the next page.

2024 Total Port Landings:

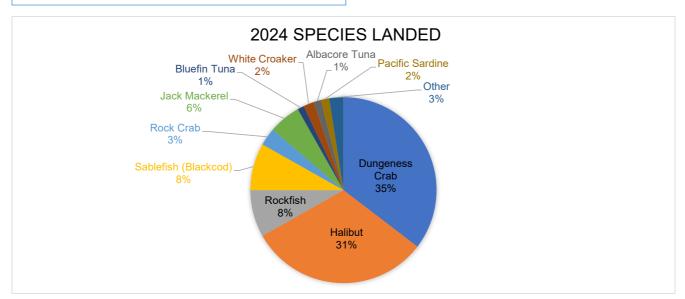
Species	Weight (lbs.)	Ex-Vessel (\$ / lbs.)	Approx. Value
Dungeness Crab	126,060.68	\$3.94	\$496,916.93
Halibut	85,284.19	\$5.17	\$440,947.64
Sablefish (Blackcod)	37,599.30	\$3.05	\$114,876.05
Rockfish (various)	46,314.96	\$1.87	\$86,787.45
Jack Mackerel	63,321.84	\$1.23	\$77,977.44
Rock Crab	18,661.00	\$2.32	\$43,400.53
White Croaker	21,073.75	\$1.23	\$26,001.99
Pacific Sardine	27,660.30	\$0.72	\$20,010.13
Albacore Tuna	7,714.53	\$2.33	\$18,010.26
Bluefin Tuna	2,396.50	\$6.69	\$16,033.75
Jacksmelt	6,743.95	\$1.16	\$7,879.80
Pacific Mackerel	3,603.05	\$1.59	\$5,752.96
White Seabass	788.50	\$6.47	\$5,102.23
Lingcod	1,560.72	\$3.15	\$4,920.04
Petrale Sole	234.50	\$2.36	\$553.65
Total	449,017.77		\$1,365,170.85

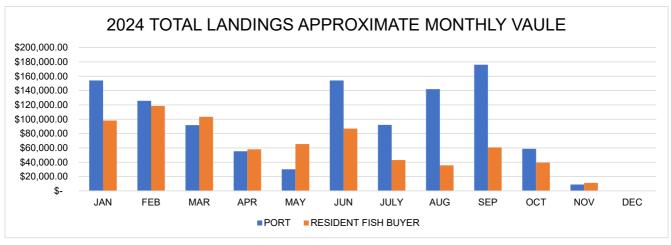
Species also landed\* - Pacific Bonito, Pacific Pompano, Northern Anchovy, Barracuda, Threasher Shark, Fantail Sole, Sanddab, Starry Flounder, Cabezon, Greenling, Queenfish, Barred Surfperch, Market Squid, Thorneyhead Shortspine

\*weight and value data redacted by Fish and Wildlife pursuant to

2024 Total Resident Buyer Landings:

2024 Total Roolacht Bayer Landings.										
	Weight	Ex-Vessel	Approx.							
Species	(lbs.)	(\$ / lbs.)	Value							
Dungeness Crab	112,264.23	\$4.00	\$449,056.92							
Rockfish (various)	38,347.56	\$3.00	\$115,042.68							
Halibut	20,344.32	\$5.00	\$101,721.60							
Rock Crab	14,716.09	\$3.00	\$44,148.27							
Sablefish (Blackcod)	12,748.89	\$3.00	\$38,246.67							
BluefinTuna	2,009.50	\$6.50	\$13,061.75							
Albacore Tuna	3,177.72	\$2.50	\$7,944.30							
Lingcod	1,491.81	\$3.00	\$4,475.43							
White Seabass	517.55	\$6.50	\$3,364.08							
Mackerel	1,783.25	\$1.00	\$1,783.25							
Sanddab	270.61	\$2.00	\$541.22							
Pacific Sardine	257.03	\$1.00	\$257.03							
Petrale Sole	76.52	\$2.00	\$153.04							
Jacksmelt	104.00	\$1.00	\$104.00							
Starry Flounder	15.22	\$2.00	\$30.44							
Thorneyhead Short.	4.00	\$2.00	\$8.00							
Northern Anchovy	7.00	\$1.00	\$7.00							
Total	208,135.30		\$779,945.68							







PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Carl Wulf, Facilities Maintenance & Engineering Manager

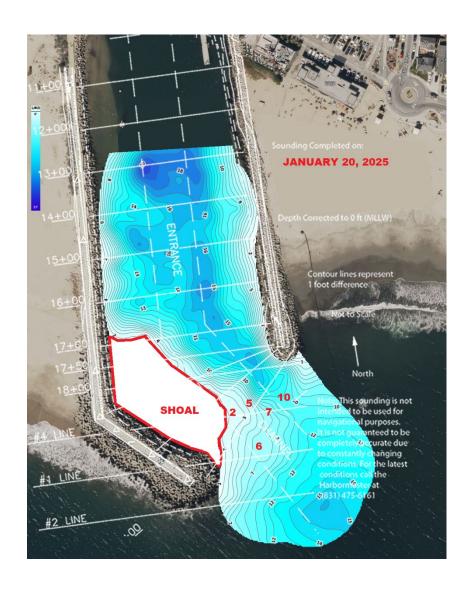
DATE: January 23, 2025

SUBJECT: Facilities Maintenance & Engineering Manager's Report – January 28, 2025

#### **Dredging Operations:**

#### Twin Lakes

The dredge crew has been focused on clearing the entrance channel, successfully removing several large sand deposits on either side of the channel. While progress continues, the team has encountered challenges with a faulty variable frequency drive (VFD) on the jet pump. Although the system is currently operational, the VFD will need replacement as soon as scheduling allows.



#### Maintenance:

#### Storm Surge Event – December 23, 2024

The harbor recently endured a massive storm surge that caused significant damage to the north harbor infrastructure. Staff have been working diligently to restore functionality and lay the groundwork for future repairs. Key efforts include:

- Restoring power and water to docks
- Removing large amounts of debris from the harbor
- Breaking down recovered vessels and structures for proper disposal

I would like to commend staff across all departments for their quick and effective response to this disaster. Their efforts have enabled substantial progress in a short period. In addition to their restoration work, staff continue to provide support to contractors working in the harbor and assist slip renters addressing storm-related issues.





#### **U-Dock Storm-Damage Repairs**

Following damage sustained during the storm, staff prioritized repairs to U-Dock. Efforts included repairing the jet float system and addressing dock damage. The repairs began on Friday, January 3, 2025, and were completed by Friday, January 10, 2025.

#### F-Dock Electrical & Water Service

The electrical transformer at F-Dock, which sustained significant damage due to water inundation, was replaced with a temporary transformer during the week of January 13, 2025. Prior to the replacement, a portable generator had been operating daily from 8:00 AM to 3:30 PM as a temporary power solution.

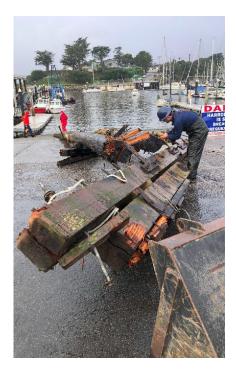
Additionally, staff completed extensive landside repairs and excavation to restore the watermain serving F-Dock during the same week.

#### **Dock Electrical and Water Services:**

As of January 7, 2024, power and water have been fully restored to all docks, except for some sections of G-Dock and X-Dock, which were completely destroyed. Temporary repairs to these sections will be prioritized to facilitate power restoration.

#### Debris Removal

Staff has made a continuous effort in removing debris from the harbor and processing items pulled from the water at the launch ramp. The City of Santa Cruz Resource Recovery Department has provided dumpsters to support debris disposal. I would like to acknowledge Resource Recovery Supervisor, Lee Faraola, for his invaluable assistance in coordinating the transport of debris to the landfill.





SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

### Santa Cruz Port Commission 2025 COMMITTEES

#### **Business/Finance**

Rates, leases, fees and charges for services, labor agreements, taxes, revenues, business practices

Reed Geisreiter, Committee Chair Bill Lee

#### **Policy/Operations**

Ordinances, regulations, enforcement, general policy interpretation, harbor operations

Steve Reed, Committee Chair Robert DeWitt

#### **Construction/ Maintenance**

Capital improvements, renovation, major projects, facility upgrades, capital planning

Toby Goddard, Committee Chair Reed Geisreiter

#### **Dredging**

Operations, maintenance, permits, regulatory compliance, renewal and replacement, prevention (watershed management)

Bill Lee, Committee Chair Robert Dewitt

#### Communications/Outreach

Public and governmental relations (local, state, and federal), neighborhood issues, legislation, advocacy

Toby Goddard, Committee Chair Steve Reed

#### Note:

The Committee Chair is the current Commission Chair or senior member.

 Toby Goddard
 2006 – Present

 Stephen Reed
 2012 – Present

 Reed Geisreiter
 2009 - 2018, 2019 – Present

 Bill Lee
 1983-1995, 2004-2016, 2024 – Present

 Robert Dewitt
 2024 – Present

#### ASSIGNMENT AND ASSUMPTION OF CROW'S NEST LEASE

This Assignment and Assumption of Crow's Nest Lease ("Assignment Agreement") is made effective on January 9, 2025, by and between RELIABLE EQUIPMENT, LLC ("Reliable") to SEA EAGLE, LP ("Sea Eagle"), a California limited partnership.

#### **RECITALS**

WHEREAS, on or about January 1, 2003, SANTA CRUZ PORT DISTRICT (the "**District**"), as Landlord, and HARBOUR SERVICES, INC. ("**Harbour**"), as Tenant, entered into that certain Lease (the "**Initial Lease**") with respect to the Crow's Nest Restaurant located at 2218 East Cliff Drive, Santa Cruz, Santa Cruz County, California ("**Premises**"); and

WHEREAS, the District and Harbor entered into that certain First Amendment to Lease ("First Amendment") dated January 1, 2003; and

WHEREAS, Harbour and Reliable Equipment Co., LLC ("**Reliable**"), as seller, entered into a Purchase Agreement for Business Assets dated December 16, 2009 ("**Purchase Agreement**"), pursuant to which Harbour and Reliable agreed to sell the restaurant business located on the Premises through a seller financed transaction to Charlies Maier, in his individual capacity, Eagle Services, Inc., a California corporation, Sea Eagle and Sea Holding, each California limited partnerships ("collectively, "**Buyer**"); and

WHEREAS, in connection with the Purchase Agreement, on or about February 1, 2010, Harbour, as Sublandlord, and Sea Eagle, as Subtenant, entered into that certain Sublease ("**Sublease**") for the Premises. Consent to the Sublease was given by the District on or about December 31, 2009. The Sublease had a termination date of December 31, 2019; and

WHEREAS, with the consent of the District, Harbour assigned the Lease and Sublease to Reliable through an Assignment of Lease and Sublease dated January 3, 2017 ("**Harbour Assignment**"). Through the Harbour Assignment, Reliable assumed all of Harbour's right, title, obligation and liability as Tenant pursuant to the Lease and as Sublandlord pursuant to the Sublease; and

WHEREAS, Reliable and Sea Eagle entered into that certain Extension and Amendment of Sublease dated January 3, 2017, pursuant to which the term of the Sublease was extended to December 31, 2024 "Extension Agreement". In the Extension Agreement, the District agreed:

"The District hereby consents to the above Extension and Amendment of Sublease. Furthermore, upon request, the District, as Landlord, will consent to the assignment of Sublandlord's [Reliable's] interest in the Lease to Subtenant [Sea Eagle] so long as Subtenant [Sea Eagle] remains in good standing and is in compliance with the terms of the Sublease at such time."

WHEREAS, District, Reliable and Sea Eagle entered into that certain Coronavirus Response Measure Covid-19 Temporary Addendum to Lease, effective June 12, 2020 ("Covid-19 Addendum"); and

WHEREAS, District, Reliable and Sea Eagle entered into that certain Second Extension and Amendment of Sublease dated December 10, 2024, pursuant to which the term of the Sublease was extended to January 9, 2025 ("Second Extension Agreement"). In the Second Extension Agreement, the District agreed:

"The District hereby consents to the above Second Extension and Amendment of Sublease. Furthermore, upon request, the District, as Landlord, will consent to the assignment of Sublandlord's [Reliable's] interest in the Lease to Subtenant [Sea Eagle] so long as Subtenant [Sea Eagle] remains in good standing and is in compliance with the terms of the Sublease at such time."

WHEREAS, the Initial Lease, First Amendment, and the Covid-19 Addendum are collectively referred to herein as the "Lease"; and

WHEREAS, concurrent with the termination of the Sublease on January 9, 2025, and in recognition of the timely payment of all amounts owed and the fulfillment of all obligations owed under the Purchase Agreement to Reliable by the Buyers, Reliable wishes to assign to Sea Eagle all of its right, title and interest in the Lease, and Sea Eagle desires to assume Reliable's interest as Tenant under the Lease.

NOW, THEREFORE, for good and valuable consideration, Reliable and Sea Eagle agree as follows:

- 1. This Assignment Agreement will take effect on January 9, 2025, when the Sublease terminates. As of January 9, 2025, Reliable irrevocably assigns to Sea Eagle all right, title, and interest in, to, and under said Lease and Sea Eagle assumes all of Reliable's right, title, obligation, and liability as Tenant pursuant to the Lease and agrees to be bound by the terms thereof.
- 2. Sea Eagle, Eagle Services, Inc. and Charles Maier shall defend, indemnify and hold Reliable and Harbour and their managers, members, officers, directors, employees and agents ("Affiliated Parties") 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 the Lease, the Premises, a default in the performance of any obligation under the Lease, any act or failure to act by Sea Eagle, Eagle Services, Inc., or their employees, agents, contractors, customers, or other invitees occurring in or about the Premises.
- 3. Sea Eagle, Eagle Services, Inc., and Charles Maier release Reliable, Harbour and their Affiliated Parties from any and all obligations and liabilities relating to the Premises, the Lease or the Sublease. Sea Eagle, Eagle Services, Inc., and Charles Maier acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code Section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

- 4. In the event of any dispute arising from or relating to this Assignment Agreement, the prevailing party, in addition to other relief, shall be entitled to an award of attorney's fees and costs.
- 5. This Assignment Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, shall be considered an original.

SIGNATURE PAGE ATTACHED

IN WITNESS WHEREOF, this Assignment Agreement is effective as of January 9, 2025.

Assignor	Assignee
RELIABLE EQUIPMENT, LLC  Docusigned by:  E. Kohert Munsey  Replaces Missingicey	SEA EAGLE, LP Docusigned by:  January Manor.
—DocuSigned by: Ted Burke	
Ted Brite de	

#### CONSENT

The District hereby consents to the above Assignment and Assumption of Lease to Sea Eagle LP, and releases Reliable and Harbour and their Affiliated Parties (defined above) from any obligation or liability under the Lease as of January 9, 2025.

SANTA CRUZ PORT DISTRICT

— DocuSigne	d by:	
Holland	l Madaurie	
HBA14968	<sup>9</sup> ₩acLaurie	
Dated: _	1/9/2025	

## Santa Cruz Port District Annual Review of Business Use of Slips

CHARTER OPERATIONS January 1, 2024 - December 31, 2024

Small (6 Pak): \$128.75 x Passenger Capacity / 12-Month

Medium (7-48 Pak): \$2.00 / Passenger (Base Fee May Apply)

Large (49+ Pak): \$2.00 / Passenger (Base Fee May Apply)

CHARTER OPERATOR	CHARTER FEE	SLIPS ORIGIN	ATING FROM	ANNUAL	REVENUE	COMMENTS
CHARLER OF ERATOR	Pak Rating	Commission	Waiting List	Slip Rent	Charter Fee	COMMENTO
Barbarossa Fishing (Payton, J.)	1 Small (6 Pak)			n/a	\$766.92	Launch Ramp Operation
Big Anchovy Sportfishing (Andreassen, E.)	1 Small (5 Pak)			n/a	\$766.92	Launch Ramp Operation
California Classic Sail (Roberts, F)	1 Small (6 Pak)		1	\$9,834.00	\$766.92	Reduced from 12-pak to 6-pak
Chardonnay (Beauregard, J.)	1 Large (49 Pak)	1		\$15,734.40	\$39,570.00	Minimum Base Fee \$2,000 / Month Applies
Chartle Charters (Stoops, J. & R.)	1 Small (6 Pak)		1	\$6,075.12	\$766.92	
Cod Mountain Fish Co. (G. Webb)	1 Small (6 Pak)		1	\$5,896.44	\$766.92	
Go Fish Santa Cruz Charters (Thomas, J.)	1 Small (6 Pak)	1		\$6,079.50	\$766.92	
Lighthall Yacht Charters (Lighthall, S.)	2 Small (6 Pak)	2		\$15,407.58	\$1,533.75	2 Slips, 2 Small (6-pak) Charter Vessels
Monterey Bay Charters (Dolan, T.)	1 Small (6 Pak)		1	\$7,147.20	\$766.92	
Nomad Sailing Charters (Thom, B.)	1 Small (6 Pak)		1	\$11,800.80	\$766.92	
Ocean Safaris (J. Moskito)	1 Small (6 Pak)		1	\$5,578.65	\$766.92	
O'Neill Yacht Charters (O'Neill, T.)	1 Large (49-99 Pak)	1		\$12,979.80	\$19,436.00	Effective June 2021, \$2 / Passenger Applied (New Charter Permit)
Pacific Yachting & Sailing (Beauregard, J.)	12 Small (6 Pak)	11		\$72,913.32	\$9,202.50	11 Slips, 12 Small (6-pak) Charter Vessels
Santa Cruz Coastal Charters (Armstrong, R.)	1 Small (6 Pak)		1	\$6,253.80	\$766.92	
Sea Spirit (Stoops, J. & R.)	1 Medium (30 Pak)		1	\$8,576.64	\$4,696.00	Effective June 2023, \$2 / Passenger Fee Applied (PC Action April 2023)
Stagnaro Charters - Legacy (Stagnaro, K.)	1 Medium (46 Pak)	1		\$11,800.80	\$9,674.00	Effective June 2023, \$2 / Passenger Fee Applied (PC Action April 2023)
Stagnaro Charters - Velocity (Stagnaro, K.)	1 Large (65 Pak)	1		\$12,784.20	\$17,576.00	Effective June 2023, \$2 / Passenger Fee Applied (PC Action April 2023)
Valhalla of Santa Cruz Charters (J. & R. Coffin)	1 Small (6 Pak)		1	\$4,107.33	\$187.50	PC Approved August 2023, Closed April 2024
Tied & True Fishing Guide & Charters (Walker, D.)	1 Small (6 Pak)		1	\$4,592.70	\$579.42	PC Approved February 2024, Commenced April 2024
Waypoint Sport Fishing (Olsen, B.)	1 Small (6 Pak)		1	\$6,948.00	\$766.92	
Windfall Charters (Dahlen, A.)	1 Small (6 Pak)		1	\$5,670.00	\$579.42	PC Approved March 2024, Commenced April 2024
TOTAL 2024		18	12	\$230,180.28	\$111,470.71	Total Approved Charters 20; 1 Closed, 2 New
TOTAL 2023		18	11	\$231,623.28	\$113,996.25	Total Approved Charters 19; 2 Closed, 4 New
TOTAL 2022		18	9	\$204,883.62	\$102,809.00	Total Approved Charters 17; 1 Closed, 2 New

#### BUSINESS USE OF SLIP

January 1, 2024 - December 31, 2024

Annual Business Use Fee Formula is Equal to 1.5 x slip rent

BUSINESS	SLIPS ORIGINATING FROM		ANNUAL REVENUE		COMMENTS
	Commission	Waiting List	Slip Rent	Business Use Fee	
Kayak Connection (Grigsby, J.)	1		\$5,071.50	\$2,536.20	U-Dock Float
Pegasus Racing (Kahn, P.)		1	\$11,800.80	\$5,900.67	
Vessel Assist (Ash, M.)	1		\$5,360.73	\$2,680.35	
West Marine (Repass, R.)		1	\$1,164.80	\$582.40	Business Use Closed March 2024
Wizard Yachts (Lee, B.)		1	\$10,720.80	\$5,359.50	

TOTAL 2024	2	3	\$34,118.63	\$17,059.12	
TOTAL 2023	2	4	\$39,216.40	\$19,608.20	
TOTAL 2022	2	4	\$37,200.00	\$18,600.00	

#### PUBLIC BENEFIT DISCOUNT January 1, 2024 - December 31, 2024

Programs Receiving Public Benefit Discounts

	SLIPS ORIGINATING FRO		ANNUAL REVENUE		PUBLIC BENEFIT DISCOUNT		ANNUAL ADJUSTED REVENUE		
PROGRAM	Commission	Waiting List	ing List Slip Rent Base Rent		%	% \$		Base Rent (less discount)	COMMENTS
O'Neill Sea Odyssey¹	1		\$5,917.71	\$0.00	90%	\$5,446.29	\$471.42	\$0.00	
Santa Cruz Sailing Foundation <sup>2</sup>	1		\$7,147.20	\$0.00	50%	\$3,573.60	\$3,573.60	\$0.00	
Sea Scouts <sup>1</sup>	1		\$11,655.90	\$0.00	90%	\$10,758.69	\$897.21	\$0.00	Slip Rent is Calculated at NH 35' Rate @ 67' of End-Tie Space
UCSC Community Center	4		\$19,140.36	\$25,098.96	50%	\$12,549.48	\$19,140.36	\$12,549.48	50% Discount Applied to "Annual Base Rent" ONLY (not slips)
TOTAL 2024	7	0	\$43,861.17	\$25,098.96		\$32,328.06		\$12,549.48	
TOTAL 2023	7	0	\$41,732.28	\$24,462.96		\$31,890.36	\$22,073.40	\$12,231.48	
TOTAL 2022	7	0	\$36,583.20	\$23,320.32		\$28,040.88		\$11,660.16	

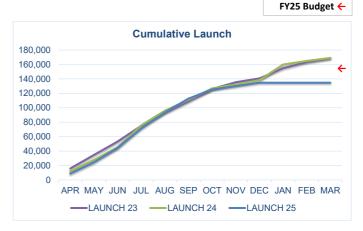
¹Effective April 1, 2024, Discount Reduced From 100% To 90% (Reduce Annually by 10% Until it Reaches 50%)

<sup>&</sup>lt;sup>2</sup>Port Commission Approved October 2020, Commenced December 2020, & Effective December 2021, Discount Reduced From 100% To 50%

### Santa Cruz Port District SEASONAL INCOME

For the Nine Months Ending December 31, 2024



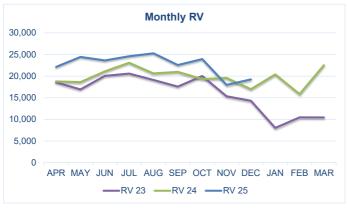


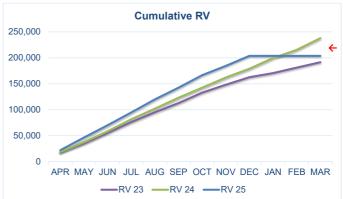












Comparitive Budget Report
For the Nine Months Ending December 31, 2024

Account	Description	YTD	FY25 BUDGET	% BUDGET	FY24 YTD	Variance
	OPERATING INCOME					
000-000-000-0000-4000	Slip Rent Permanent	\$3,901,955	\$5,181,621	75%	\$3,767,392	\$134,563
000-000-000-0000-4002	Slip Rent Visitors	\$172,085	\$215,000	80%	\$210,843	(\$38,758)
000-000-000-0000-4003	Annual Slip Rent Discount	(\$2,022)	(\$1,225)	165%	(\$903)	(\$1,119)
000-000-000-0000-4006	Tenant Concession Rent	\$1,615,473	\$2,097,000	77%	\$1,621,220	(\$5,748)
000-000-000-0000-4008	Misc. Tenant Rent (Sewer)	\$72,126	\$140,000	52%	\$58,900	\$13,226
000-000-000-0000-4010	Launch Fees	\$134,752	\$155,000	87%	\$138,251	(\$3,499)
000-000-000-0000-4012	Liveaboard	\$82,965	\$92,500	90%	\$79,960	\$3,005
000-000-000-0000-4014	Catamaran Storage	\$23,722	\$26,000	91%	\$21,825	\$1,898
000-000-000-0000-4016	North Harbor Dry Storage	\$159,410	\$200,000	80%	\$154,938	\$4,472
000-000-000-0000-4018	7th Ave Dry Storage	\$98,826	\$125,000	79%	\$95,177	\$3,649
000-000-000-0000-4020	Waiting List	\$10,675	\$135,000	8%	\$12,277	(\$1,602)
000-000-000-0000-4024	Slip Leave Option	\$300	\$3,000	10%		\$300
000-000-000-0000-4026	Partnership Fees	\$29,473	\$30,000	98%	\$25,399	\$4,073
000-000-000-0000-4028	Sublease Fees	\$26,754	\$35,000	76%	\$31,104	(\$4,351)
000-000-000-0000-4030	Variable/Utility Fees	\$192,070	\$235,000	82%	\$185,184	\$6,886
000-000-000-0000-4032	Late Fees	\$39,699	\$50,000	79%	\$39,063	\$636
000-000-000-0000-4036	Citations	\$101,550	\$110,000	92%	\$122,418	(\$20,868)
000-000-000-0000-4040	Credit Card Convenience Charges	\$25,381	\$24,000	106%	\$22,576	\$2,806
000-000-000-0000-4100	Parking - Concession Lot	\$504,002	\$910,000	92%	\$475,310	\$28,691
000-000-000-0000-4102	Parking - Launch Area	\$21,745			\$15,127	\$6,618
000-000-000-0000-4104	Parking - Southwest	\$152,930			\$166,184	(\$13,254)
000-000-000-0000-4106	Parking - North	\$30,647			\$28,523	\$2,123
000-000-000-0000-4108	Parking - Southeast	\$118,714			\$107,336	\$11,378
000-000-000-0000-4118	Meter Permits	\$4,892			\$8,579	(\$3,687)
000-000-000-0000-4120	Slip Renter Parking Permits	\$11,840	\$28,000	42%	\$12,370	(\$530)
000-000-000-0000-4122	RV Parking	\$203,822	\$215,000	95%	\$179,150	\$24,672
000-000-000-0000-4200	Fuel Sales Gasoline	\$244,156	\$285,000	86%	\$258,905	(\$14,750)
000-000-000-0000-4202	Fuel Sales Diesel	\$257,335	\$305,000	84%	\$248,421	\$8,915
000-000-000-0000-4210	Wash Rack	\$7,529	\$6,500	116%	\$7,429	\$100
000-000-000-0000-4220	Boatyard Retail	\$20,741	\$16,500	126%	\$14,082	\$6,659
000-000-000-0000-4225	Boatyard Labor	\$1,340	\$750	179%	\$1,617	(\$277)
000-000-000-0000-4230	Boatyard Rental	\$1,980	\$3,000	66%	\$1,690	\$290
000-000-000-0000-4235	Boatyard Misc.	\$24,005	\$32,000	75%	\$28,436	(\$4,430)
000-000-000-0000-4240	Lay Days/Storage	\$65,764	\$130,000	51%	\$80,862	(\$15,098)
000-000-000-0000-4245	Vessel Haulout	\$102,660	\$132,000	78%	\$113,737	(\$11,077)
000-000-000-0000-4250	Vessel Berthing	\$18,772	\$34,000	55%	\$35,642	(\$16,870)
	OPERATING INCOME	\$8,478,068	\$10,950,646	77%	\$8,369,024	\$109,043

Comparitive Budget Report
For the Nine Months Ending December 31, 2024

Account	Description	YTD	FY25 BUDGET	% BUDGET	FY24 YTD	Variance
	EXPENSE SUMMARY BY PROGRAM					
	Administrative Services (110)	\$669,253	\$925,649	72%	\$633,223	\$36,030
	Finance & Purchasing (120)	\$173,514	\$247,146	70%	\$152,406	\$21,108
	Property Management (130)	\$743,749	\$994,396	75%	\$603,970	\$139,779
	Environmental & Permitting (140)	\$56,889	\$189,885	30%	\$121,291	(\$64,402)
	Port Commission Support (190)	\$42.857	\$76,149	56%	\$44,013	(\$1,156)
	Harbor Patrol (210)	\$608,019	\$884,261	69%	\$588,924	\$19,096
	Marina Management (220)	\$475,393	\$632,832	75%	\$445,064	\$30,329
	Rescue Services (230)	\$80,151	\$153,813	52%	\$84,038	(\$3,887)
	Parking Services (240)	\$314,374	\$408,710	77%	\$316,471	(\$2,097)
	Events (250)	\$16,159	\$33,829	48%	\$16,173	(\$14)
	Fuel Services (280)	\$388,099	\$522,860	74%	\$420,018	(\$31,918)
	Docks, Piers, Marine Structures (310)	\$634,191	\$856,979	74%	\$560,099	\$74,093
	Utilities (320)	\$91,059	\$110,463	82%	\$66,927	\$24,132
	Buildings (330)	\$374,370	\$495,429	76%	\$344,542	\$29,828
	Grounds (340)	\$788,483	\$873,575	90%	\$644,422	\$144,060
	Aeration (350)	\$97,583	\$60,599	161%	\$42,366	\$55,217
	Fishery Support (360)	\$5,812	\$17,496	33%	\$6,020	(\$207)
	Capital Projects (390)	\$200,130	\$313,229	64%	\$204,755	(\$4,625)
	Dredging Operations (400)	\$1,234,761	\$1,697,545	73%	\$1,196,344	\$38,417
	Boatyard Operations (500)	\$289,861	\$431,225	67%	\$274,431	\$15,430
	OPERATING EXPENSES	\$7,284,708	\$9,926,072	73%	\$6,765,496	\$519,212
	O		<del>+0,020,012</del>	1070		
	OPERATING PROFIT	\$1,193,360	\$1,024,574	116%	\$1,603,528	(\$410,168)
	NON OPERATING INCOME/(EXPENSE)					
000-000-000-0000-4300	Harbor Services Charge	\$4,325	\$10,000	43%	\$4,866	(\$541)
000-000-000-0000-4308	Interest Income	\$727,329	\$710,000	102%	\$547,334	\$179,995
000-000-000-0000-4310	Other Income	\$48,123	\$176,000	27%	\$395,681	(\$347,558)
000-000-000-0000-4375	USACE Reimbursement	\$393,750	\$525,000	75%	\$262,500	\$131,250
000-000-000-0000-4400	Grants - State	\$20,287				\$20,287
000-000-000-0000-4402		\$610,383				\$610,383
000-000-000-0000-4405	Grants - DBAW		\$12,000	0%	\$13,552	(\$13,552)
000-000-000-0000-4406	County Rescue Contribution	\$25,000	\$50,000	50%	\$50,000	(\$25,000)
000-000-000-0000-4408	Waste Oil Grant	\$6,793	\$12,000	57%	\$9,030	(\$2,237)
000-000-000-0000-4500	Gain/(Loss) on Asset Disposal	\$3,050			\$3,050	\$0
000-000-000-0000-4600	Cash Over/Under	(\$156)			(\$761)	\$605
		(\$11,473)				
	Principal Debt Payments	(\$840,785)	(\$1,413,056)	60%	(\$811,282)	(\$29,503)
	Capital Improvement Program	\$728,969	(\$750,000)	(97%)	\$2,068,119	(\$1,339,150)
	Capitalized Expenses	(\$149,992)	(\$187,000)	80%	(\$128,563)	(\$21,429)
	Depreciation	(\$1,620,994)	\$0		(\$1,260,014)	(\$360,980)
	NET INCOME/(LOSS)	\$1,137,970	\$169,517	671%	\$2,757,041	(\$1,619,071)
		Ψ1,101,010	<b>\$100,017</b>	<u> </u>	<del></del>	(+1,010,011)

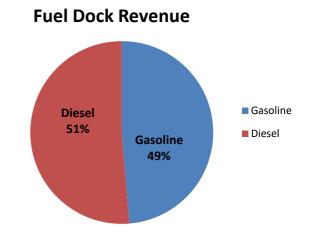
#### Santa Cruz Port District **Quarterly Employee Count** *As of December 31, 2024*

Department	Employee Name	FTE %	Unrepresented	Position			
ADMIN	Allred, Jeff		var	Dredge Monitor			
ADMIN	Eldridge, Mark	100%		Finance Officer			
ADMIN	Ghisletta, Renee	100%		Administrative Services Officer			
ADMIN	Gitler, Mark		var	Dredge Monitor			
ADMIN	MacLaurie, Holland	100%		Port Director			
ADMIN	Weisert, Hilary	100%		Administrative Assistant I			
FACILITIES	Acevedo, Arturo	100%		Harbor Maintenance Worker III			
FACILITIES	Castro, Nathan	100%		Harbor Dredge Worker II			
FACILITIES	Forbes, Alden		var	Harbor Dredge Worker I			
FACILITIES	Friccero, Eric	100%		Harbor Dredge Worker II			
FACILITIES	Gullo, Nicholas	100%		Supervising Harbor Maintenance Worker			
FACILITIES	Lopez, Jorge	100%		Harbor Maintenance Worker III			
FACILITIES	Marty, Randy	100%		Harbor Maintenance Worker III			
FACILITIES	Ramos, Brenda	100%		Facilities Coordinator			
FACILITIES	Simoni, Daniel	100%		Harbor Dredge Worker III			
FACILITIES	Smith, Bryer		prov	Harbor Maintenance Worker II			
FACILITIES	Stipanovich, Rory	100%	•	Supervising Harbor Dredge Worker			
FACILITIES	Tandoi, Steven	100%		Harbor Dredge Worker III			
FACILITIES	Vera, Jose	100%		Harbor Maintenance Worker III			
FACILITIES	Wagoner, Joshua	100%		Harbor Dredge Worker III			
FACILITIES	Wulf, Carl	100%		Facilities Maintenance & Engineering Manager			
OPERATIONS	Anderson, Blake	100%		Harbormaster			
OPERATIONS	Ash, Jaylene	10070	var	Parking Control / Water Taxi Crew			
OPERATIONS	Drake, Bryson		var	Marina Management Specialist			
OPERATIONS	Gottlieb, Landon	100%		Deputy Harbormaster			
OPERATIONS	Hann, Alfred		var	Operations Assistant			
OPERATIONS	Haynes, John	100%		Senior Deputy Harbormaster			
OPERATIONS	Henning, Nicholas	100%		Boatyard Supervisor			
OPERATIONS	Hill, David	100%		Deputy Harbormaster			
OPERATIONS	Kingdom, Kyle	100%		Deputy Harbormaster			
OPERATIONS	Long, John		var	Parking Control			
	Melrose, Richard	100%		Parking Coordinator			
	Nelson, Michael		var	Parking Control / Water Taxi Crew / Dredge Monitor			
OPERATIONS	Nowak, Chris		var	Water Taxi Operator			
OPERATIONS	Palmer, Darrell		var	Boatyard Crew			
OPERATIONS	Pasqauali, Richard		var	Water Taxi Operator			
OPERATIONS	Prince, Oliver		var	Parking Control / Water Taxi Operator / Boatyard Crew			
OPERATIONS	Replogle, Peter	100%		Boatyard Crew			
OPERATIONS	Rothwell, Niki	100%		Customer Service Representative			
OPERATIONS	Rothwell, Sean	100%		Assistant Harbormaster			
OPERATIONS	Sorrentino, Griffin		var	Parking Control			
OPERATIONS	Stelter, Richard		var	Parking Control			
	Total FTE 27						

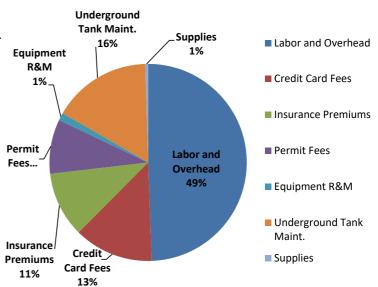
#### **Quarterly Fuel Dock Report**

For the Nine Months Ended December 31, 2024

	QTD	YTD	
_	Oct - Dec	Apr - Dec	% of Budget
Fuel Dock Revenue			
Gasoline	\$56,157	\$244,156	86%
Diesel	\$56,208	\$257,335	84%
Total Revenue	\$112,365	\$501,491	85%
Cost of Sales			
Gasoline	\$40,200	\$169,671	83%
Diesel	\$30,545	\$160,099	68%
Total Cost of Sales	\$70,745	\$329,770	75%
Gross Profit	\$41,620	\$171,721	
Gross Profit Margin	37%	34%	
9g	<b>0.</b> 70	0.70	
Operating Expenses			
Labor and Overhead	\$9,305	\$28,823	57%
Credit Card Fees	\$3,094	\$7,593	95%
Insurance Premiums	\$2,133	\$6,257	81%
Permit Fees	\$566	\$5,205	121%
Equipment R&M	\$0	\$726	29%
Underground Tank Maint.	\$1,031	\$9,449	111%
Supplies	\$258	\$277	17%
Total Operating Expenses	\$16,387	\$58,330	70%
Net Profit / (Loss)	\$25,233	\$113,392	
Profit Margin	22%	23%	



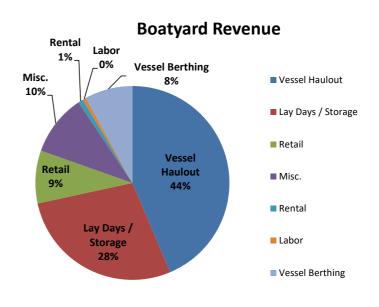




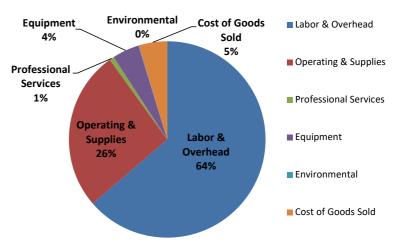
#### **Quarterly Boatyard Report**

For the Nine Months Ended December 31, 2024

	QTD	YTD	
	Oct - Dec	Apr - Dec	% of Budget
Boatyard Revenue			
Vessel Haulout	\$28,852	\$102,660	78%
Lay Days / Storage	\$27,533	\$65,764	51%
Retail	\$5,345	\$20,741	126%
Misc.	\$7,233	\$24,005	75%
Rental	\$410	\$1,980	66%
Labor	\$170	\$1,340	179%
Vessel Berthing	\$6,828	\$18,772	55%
Total Revenue	\$76,372	\$235,262	68%
Boatyard Expenses			
Labor & Overhead	\$65,267	\$184,626	61%
Operating & Supplies	\$24,986	\$76,415	85%
Professional Services	\$938	\$2.274	51%
Equipment	\$5,646	\$12,838	125%
Environmental	\$78	\$225	2%
Cost of Goods Sold	\$3,275	\$13,485	135%
Total Operating Expenses	\$100,189	\$289,861	67%
Net Profit / (Loss)	(\$23,817)	(\$54,599)	



#### **Boatyard Expenses**



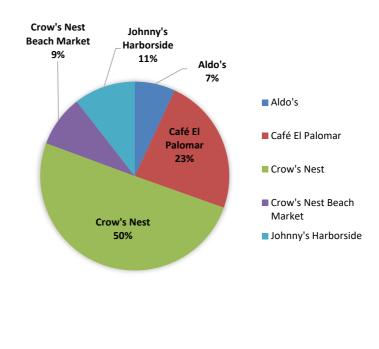
#### **Quarterly Concession Rent Report**

For the Nine Months Ended December 31, 2024

#### FY 2025

	QTD		YTD
	Oct - Dec	Apr - Dec	
Base Rent			
Aldo's	6,432		19,295
Café El Palomar	47,154		141,462
Crow's Nest	-		-
Crow's Nest Beach Market	21,900		65,700
Johnny's Harborside	27,365		82,095
Total Base Rent	\$ 102,851	\$	308,552
% Rent			
Aldo's	22,864		35,280
Café El Palomar	23,577		43,144
Crow's Nest	266,129		394,414
Crow's Nest Beach Market	3,642		3,642
Johnny's Harborside	625		625
Total % Rent	\$316,836		\$477,105
Total Rent			
Aldo's	29,296		54,576
Café El Palomar	70,731		184,606
Crow's Nest	266,129		394,414
Crow's Nest Beach Market	25,542		69,342
Johnny's Harborside	27,990		82,720
Total Rent	\$ 419,687	\$	785,657

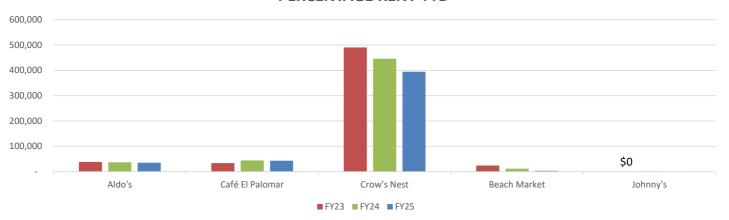
#### **TOTAL CONCESSION RENT YTD**



#### YTD 3-Year Concession % Rent

Tenant	FY23	FY24	FY25
Aldo's	38,605	36,930	35,280
Café El Palomar	33,736	44,331	43,144
Crow's Nest	490,419	446,047	394,414
Beach Market	24,319	11,739	3,642
Johnny's	_	1,320	625

#### **PERCENTAGE RENT YTD**



# California State Treasurer Fiona Ma, CPA

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 January 02, 2025

LAIF Home PMIA Average Monthly Yields

SANTA CRUZ PORT DISTRICT

PORT DIRECTOR 135 5TH AVENUE SANTA CRUZ, CA 95062

**Tran Type Definitions** 

#### **Account Number:**

December 2024 Statement

#### **Account Summary**

Total Deposit: 0.00 Beginning Balance: 301,969.26

Total Withdrawal: 0.00 Ending Balance: 301,969.26



# PMIA/LAIF Performance Report as of 01/15/25



# **Quarterly Performance Quarter Ended 12/31/24**

# PMIA Average Monthly Effective Yields<sup>(1)</sup>

LAIF Apportionment Rate <sup>(2)</sup> :	4.62	December	4.434
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012664187216722	November	4.477
LAIF Administrative Cost <sup>(1)*</sup> :	TBD	October	4.518
LAIF Fair Value Factor <sup>(1)</sup> :	0.999621985	September	4.575
PMIA Daily <sup>(1)</sup> :	4.40	August	4.579
PMIA Quarter to Date <sup>(1)</sup> :	4.48	July	4.516
PMIA Average Life <sup>(1)</sup> :	252		

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 12/31/24 \$155.4 billion

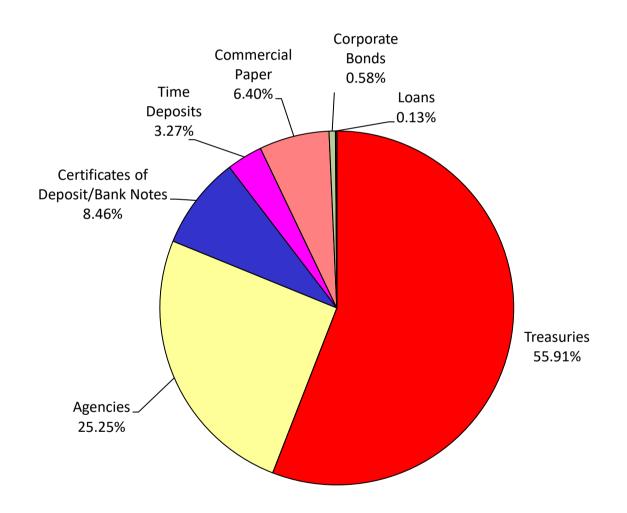


Chart does not include \$1,239,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

#### Daily rates are now available here. View PMIA Daily Rates

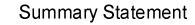
Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

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

#### Source:

(1) State of California, Office of the Treasurer

(2) State of California, Office of the Controller



December 31, 2024

Page 1 of 3 Investor ID:



0000072-0000297 PDFT 730830

**Santa Cruz Port District** 135 5th Avenue

Santa Cruz, CA 95062

#### California CLASS

#### California CLASS Average Monthly Yield: 4.6385%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Port District Main	18,097,667.47	1,800,000.00	0.00	74,456.32	941,098.90	19,029,101.54	19,972,123.79
TOTAL	18,097,667.47	1,800,000.00	0.00	74,456.32	941,098.90	19,029,101.54	19,972,123.79

Tel: (877) 930-5213





December 31, 2024

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**Account Number:** 

Average Monthly Yield: 4.6385%

#### **Port District Main**

#### **Account Summary**

Income Beginning Balance **Average Daily** Month End Income Earned Contributions Withdrawals Earned YTD Balance Balance California CLASS 18,097,667.47 1,800,000.00 0.00 74,456.32 941,098.90 19,029,101.54 19,972,123.79

#### **Transaction Activity**

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number_
12/01/2024	Beginning Balance			18,097,667.47	
12/16/2024	Contribution	1,800,000.00			8029
12/31/2024	Income Dividend Reinvestment	74,456.32			
12/31/2024	Ending Balance			19,972,123.79	

December 31, 2024

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#### California CLASS

#### California CLASS

	California CLASS		
Date	Dividend Rate	Daily Yield	
12/01/2024	0.00000000	4.7498%	
12/02/2024	0.000129595	4.7433%	
12/03/2024	0.000129619	4.7441%	
12/04/2024	0.000129446	4.7377%	
12/05/2024	0.000128716	4.7110%	
12/06/2024	0.000386010	4.7093%	
12/07/2024	0.00000000	4.7093%	
12/08/2024	0.00000000	4.7093%	
12/09/2024	0.000128609	4.7071%	
12/10/2024	0.000128657	4.7089%	
12/11/2024	0.000128809	4.7144%	
12/12/2024	0.000128426	4.7004%	
12/13/2024	0.000384270	4.6881%	
12/14/2024	0.00000000	4.6881%	
12/15/2024	0.00000000	4.6881%	
12/16/2024	0.000128056	4.6868%	
12/17/2024	0.000128365	4.6982%	
12/18/2024	0.000127964	4.6835%	
12/19/2024	0.000126121	4.6160%	
12/20/2024	0.000368385	4.4943%	
12/21/2024	0.00000000	4.4943%	
12/22/2024	0.00000000	4.4943%	
12/23/2024	0.000122622	4.4880%	
12/24/2024	0.000245754	4.4973%	
12/25/2024	0.00000000	4.4973%	
12/26/2024	0.000124126	4.5430%	
12/27/2024	0.000376965	4.5990%	
12/28/2024	0.00000000	4.5990%	
12/29/2024	0.00000000	4.5990%	
12/30/2024	0.000124648	4.5621%	
12/31/2024	0.000123841	4.5326%	

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.

Tel: (877) 930-5213

www.californiaclass.com

## Santa Cruz Port District 60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of January 15, 2025

Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
55834	1,301.12	1,158.77	673.86	0.00	3,133.75
55885	999.39	569.88	345.49	0.00	1,914.76
56083	629.58	500.97	437.78	0.00	1,568.33
48319	579.97	489.43	463.70	0.00	1,533.10
48666	388.11	568.19	458.70	0.00	1,415.00
2321	658.31	662.83	84.99	0.00	1,406.13
56573	714.04	109.38	450.00	0.00	1,273.42
57924	510.65	382.70	354.08	0.00	1,247.43
59168	423.89	296.64	269.40	0.00	989.93
20430	573.19	344.78	64.70	0.00	982.67
58496	423.89	296.64	169.40	0.00	889.93
59489	311.02	330.65	76.07	0.00	717.74
60460	175.32	180.09	120.08	0.00	475.49
57891	176.58	177.07	27.16	0.00	380.81
3552	107.22	103.43	59.16	0.00	269.81
Total	\$ 7,972.28	\$ 6,171.45	\$ 4,054.57	\$ -	\$ 18,198.30



## Santa Cruz Port District 90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of January 15, 2025

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
4134	1,678.23	1,606.54	1,553.69	981.30	5,819.76	Х	Revoke
60701	879.92	1,093.02	845.29	1,591.62	4,409.85		Revoke
3375	-	-	-	3,360.85	3,360.85		Bad Debt
57057	824.78	823.24	864.89	55.32	2,568.23		Revoke
58825	707.80	615.95	611.11	581.27	2,516.13		Revoke
3094	613.79	485.36	452.98	888.96	2,441.09	Х	Revoke
47895	-	-	-	2,007.80	2,007.80		Bad Debt
55068	535.32	444.88	441.44	413.00	1,834.64		Revoke
58564	405.62	402.53	399.43	371.34	1,578.92		Revoke
60043	170.28	169.12	167.97	635.36	1,142.73	Х	Revoke
58520	275.84	267.36	265.39	178.39	986.98	Х	Revoke
58308	186.95	180.17	173.76	94.86	683.39		Revoke
58758	166.82	165.67	164.51	138.36	635.36		Revoke
59934	-	-	-	423.32	423.32		Bad Debt
60103	-	-	-	422.65	422.65		Bad Debt
48170	91.65	91.11	90.57	64.73	338.06		Revoke
Total	\$ 6,537.00	\$ 6,344.95	\$ 6,031.03	\$ 12,209.13	\$ 31,169.76		



#### SANTA CRUZ PORT DISTRICT 135 5th Avenue Santa Cruz, CA 95062 (831) 475-6161 scpd@santacruzharbor.org www.santacruzharbor.org



PORT COMMISSIONERS
Toby Goddard
Reed Geisreiter
Stephen Reed
Bill Lee
Robert Dewitt

TO: Port Commission

FROM: Sean Rothwell, Assistant Harbormaster

DATE: January 1, 2025

SUBJECT: Harbor Patrol Incident Response Report – December 2024

#### Search and Rescue, Patrol Boat Response

12/2/24 Harbor Patrol responded to a report of multiple surfers in distress in the area of 38<sup>th</sup> Avenue. Prior to arrival, the victims were assisted to shore by Central Fire rescue

swimmers. Harbor Patrol returned to the harbor without incident.

12/2/24 Harbor Patrol responded to a cliff rescue in the area of West Cliff Drive. Upon arrival,

Harbor Patrol located a vehicle in the water. Good Samaritans and Santa Cruz Fire rescue swimmers assisted in bringing the victim onboard the patrol vessel. Harbor Patrol transported the victim to the harbor where they were evaluated by paramedics and

transported to Dominican Hospital by ambulance.

12/10/24 Harbor Patrol responded to a report of a dinghy adrift in the area of Lighthouse Field

State Beach. Upon arrival, Harbor Patrol located the unattended dinghy, which had a frayed bow line, and an outboard engine locked in the upright position. It was determined that the dinghy had separated from a boat or mooring. Harbor Patrol towed the vessel

back to the harbor where the owner later identified and retrieved it.

12/15/24 Harbor Patrol responded to a report of multiple surfers in distress in the area of Pleasure

Point Beach. Upon arrival, a State Parks personal watercraft (PWC) unit assisted the victims on board a Coast Guard Auxiliary vessel, which transported the victims to the harbor. At the request of Central Fire, Harbor Patrol escorted the State Parks PWC back

to the harbor in case additional surfers in distress were encountered. No injuries

reported.

Harbor Patrol responded to a report of a surfer in distress in the area of 36<sup>th</sup> Avenue.

Upon arrival, Harbor Patrol assisted the victim on board the patrol vessel. Harbor Patrol transported the victim to the harbor where they were released into the care of a friend.

No injuries reported.

12/17/24 Harbor Patrol responded to a report of a surfer in distress in the area of Three Mile

Beach. Prior to arrival, the surfer self-rescued. Harbor Patrol returned to the harbor

without incident.

12/18/24 Harbor Patrol responded to a report of multiple surfers in distress in the area of 36<sup>th</sup>

Avenue. Prior to arrival, the victims were assisted to shore by Central Fire rescue

swimmers. Harbor Patrol returned to the harbor without incident.

- 12/12/24 Harbor Patrol responded to a medical emergency in the area of the fuel dock. Upon arrival, Harbor Patrol located a subject who had accidentally activated their life alert system. No injuries reported.
- 12/14/24 Harbor Patrol took an accident report after a dry storage vessel (and trailer) were blown into the parking lot and collided with two parked vehicles in the area of the P-Dock during a high wind event. Harbor Patrol facilitated the exchange of information. Minor vehicle damage reported.

#### Parking Citations:

December 2024 Parking Citations: 140 December 2023 Parking Citations: 164



413 Lake Ave January 10, 2025

Santa Cruz, CA 95060

RE: Formal Request for Rent Reduction

Dear Port Commissioners,

Kayak Connection has operated in the Santa Cruz small yacht harbor as a kayak rental business for 35 years. The majority of our revenue comes from kayak rentals and tours. As you well know, the recent Winter Swell Event on December 23, 2024, was unlike any we have experienced in the past, and caused significant damage to the Harbor infrastructure.

As a result of the storm surge our commercial slip (located on U Dock) was severely damaged. The dock mats we use to load and unload paddlers into our kayaks were ripped away and detached from the main dock. The main wooden dock was badly damaged with broken and splintered platforms that created an unstable and unsafe environment for Kayak Connection customers or employees. Because of this damage, we were constructively evicted from our dock from December 23rd until repairs were completed on January 10th. We are requesting a prorated reduction of monies owed on our commercial slip rental for 19 total days.

The Harbor was closed to paddlers and boaters for many days following the storm surge damage, rendering Kayak Connection unable to complete our normal business practices. Without the ability to perform these operations that create revenue - renting kayaks and booking tours - we were forced to close our Lake Avenue rental shop for these 19 days. We refunded previously booked tours and turned away new rental business. We are further requesting that our rent for the three suites we pay rent on, be reduced by half for these dates to help defer losses sustained by our business.

Thank you for helping us to reopen and build back our livelihood. We have ten employees who are eager to get back to work and receive a paycheck. We would also like to commend and thank the Harbor Staff for completing the repairs efficiently, and doing a great job of keeping us updated on the date we could expect to reopen our small business. Renee Ghisletta sent a very nice email answering all of our questions, helping us with possible resources, and updating us on a repair date. We are very grateful for her help. Please let us know if the Commission requires anything further from us to grant rent relief for this closure period.

Best,

Jess & Dave Grigsby

Owners/Operators Kayak Connection

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

	2025		2026
$\rightarrow$	nuary-March Committee Assignments for 2025 Annual Review of Business Use of Slips 2024 Annual Review of Slip Vacancy / Waiting List Statistics 2024 Sea Scouts' Biannual Report FY 26 Budget Review 5-year CIP Annual Vessel Use List Review 2024 Form 700 Filing (due by 3/31 each year)		Annuary-March Committee Assignments for 2026 Annual Review of Business Use of Slips 2025 Annual Review of Slip Vacancy / Waiting List Statistics 2025 Sea Scouts' Biannual Report FY 27 Budget Review 5-year CIP Annual Vessel Use List Review 2025 Form 700 Filing (due by 3/31 each year)
April-June April-June			
	Crow's Nest / Java Junction Rent Review at Option Period Ending 4/30/2025 1st (5) year option to extend Dredge Report 2024-25		Election Resolutions Biennial Update to Conflict-of-Interest Code Dredge Report 2025-26
		Jı	uly-September
Ju	ly-September Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07) Sea Scouts' Biannual Report		Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07) Sea Scouts' Biannual Report
		0	ctober-December
	Mid Fiscal Year Review of CIP Beacon Pointe Advisors Lease Exp. 11/30/2025 Review of CalPERS Actuarial Valuation Report Annual Vessel Use List Review Ethics Training Update (due by year-end) Port Commission Officers for 2026		Mid Fiscal Year Review of CIP Review of CalPERS Actuarial Valuation Report Ethics Training Update (due by year-end) Biennial Anti-Harassment/Anti-Discrimination Training Port Commission Officers for 2027
	Committee Review Items There are no items scheduled at this time	<del>-</del>	Future Calendar  7th and Brommer Property Assessment ABC End-Tie Review after Murray Street Bridge Retrofit
	Key		Pedestrian Traffic Safety Improvements Review
	Pending		
دا			
<b>→</b>	In process		
✓	Done		

Updated 1/9/2025