



TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: March 14, 2023  
SUBJECT: Public Hearing to Receive Public Input on the Port District's Transition to District-Based Elections for its Commissioners Pursuant to Elections Code §10010

**Recommendation:** *Conduct a Public Hearing to receive public testimony on the composition of districts for a district-based electoral system pursuant to Elections Code Section 10010; provide direction to the Port District's Demographer Consultant regarding the composition of districts for a district-based electoral system pursuant to Elections Code Section 10010; and take such additional, related, action that may be desirable.*

## BACKGROUND

On August 10, 2021, the Port Commission adopted Resolution 21-03 declaring its intent to transition from at-large to district-based elections for its Port Commissioners commencing with the General Election in November 2024. Elections Code Section 10010 provides that the Port District conducts four public hearings to receive community feedback on the proposed composition of the five districts.

Since adoption of the Resolution of Intent, the Port District has been engaged in outreach efforts to inform the public about district elects and the process associated with their formation. A webpage ([www.santacruzharbor.org/transition-to-district-based-elections/](http://www.santacruzharbor.org/transition-to-district-based-elections/)) was developed to provide information about district elections including opportunities for when and how the public can be engaged, the official notice of Public Hearings was translated (English/Spanish), and an article was placed in the Santa Cruz Harbor monthly newsletter.

On March 6, 2023, the Port District conducted the first of four public hearings. Community input regarding the composition of district boundaries is summarize in Attachment A.

## ANALYSIS

An at-large election system allows voters of the entire Port District boundary elect all members of the Port Commission. The district-based election system will divide the District's boundary into five geographic sections. Voters within said section (district) will vote only for candidates residing within the same district. Voters will not be able to vote for candidates outside of their own district.

The first step in the transition process is to hold two public hearings to invite public input regarding the composition of the Port District's voting districts before any draft maps are drawn. After these two public hearings are complete, the Port Commission must hold at least two additional public hearings on the map(s) of the districts themselves. The maps must be publicly available for at least

seven days before the public hearing, and if a change is made to the map after the first public hearing, the revised map must be available at least seven days before the districts are adopted by ordinance.

The purpose of the first two public hearings is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. A community of interest is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Possible community features include, without limitation:

- Natural neighborhood dividing lines such as major roads, highways, rivers, or hills;
- Areas around parks and other neighborhood landmarks;
- Shared demographic characteristics, such as:
  - Similar levels of income, education, or linguistic insolation;
  - Languages spoken at home; and
  - Single-family and multi-family housing unit areas.

Additionally, in creating the district boundaries, the Port District must ensure compliance with state and federally-mandated criteria.

**NEXT STEPS:**

At its Regular Public Meeting of April 25, 2023, the Port Commission will conduct a third Public Hearing to seek public input on the content of the draft district map(s) and sequence of elections. The Port Commission will be requested to select a preferred map and direct amendments as necessary.

At its Regular Public Meeting of May 23, 2023, the Port Commission will conduct a fourth Public Hearing to adopt a preferred district map and to introduce an ordinance to transition to a district-based electoral system.

Steps	Description
<b>Two Initial Hearings</b> (March 6, 2023, March 28, 2023)	Held prior to release of draft maps. Education and to solicit input on the composition of districts.
<b>Release draft maps</b>	Maps must be posted at least 7 days prior to 3rd hearing.
<b>Two hearings on draft maps</b> (April 25, 2023, May 23, 2023)	Two meetings to discuss and revise the draft maps and to discuss the election sequence. Map may be adopted May 23.
<b>Map adoption</b> (Possibly May 23, 2023)	Map may be adopted May 23. If needed, an additional meeting will be scheduled. Final map must be posted at least 7 days prior to adoption.

## **IMPACT ON PORT DISTRICT RESOURCES**

There will be significant staff time needed to transition to a district-based electoral system due to the need to conduct multiple Public Hearings, in addition to the cost for a demographic consultant. The FY24 budget includes the costs associated with transitioning to by-district voting.

- ATTACHMENTS:
- A. Community Input on Composition of District Boundaries
  - B. National Demographics Corporation (NDC) "Introduction to Districting"

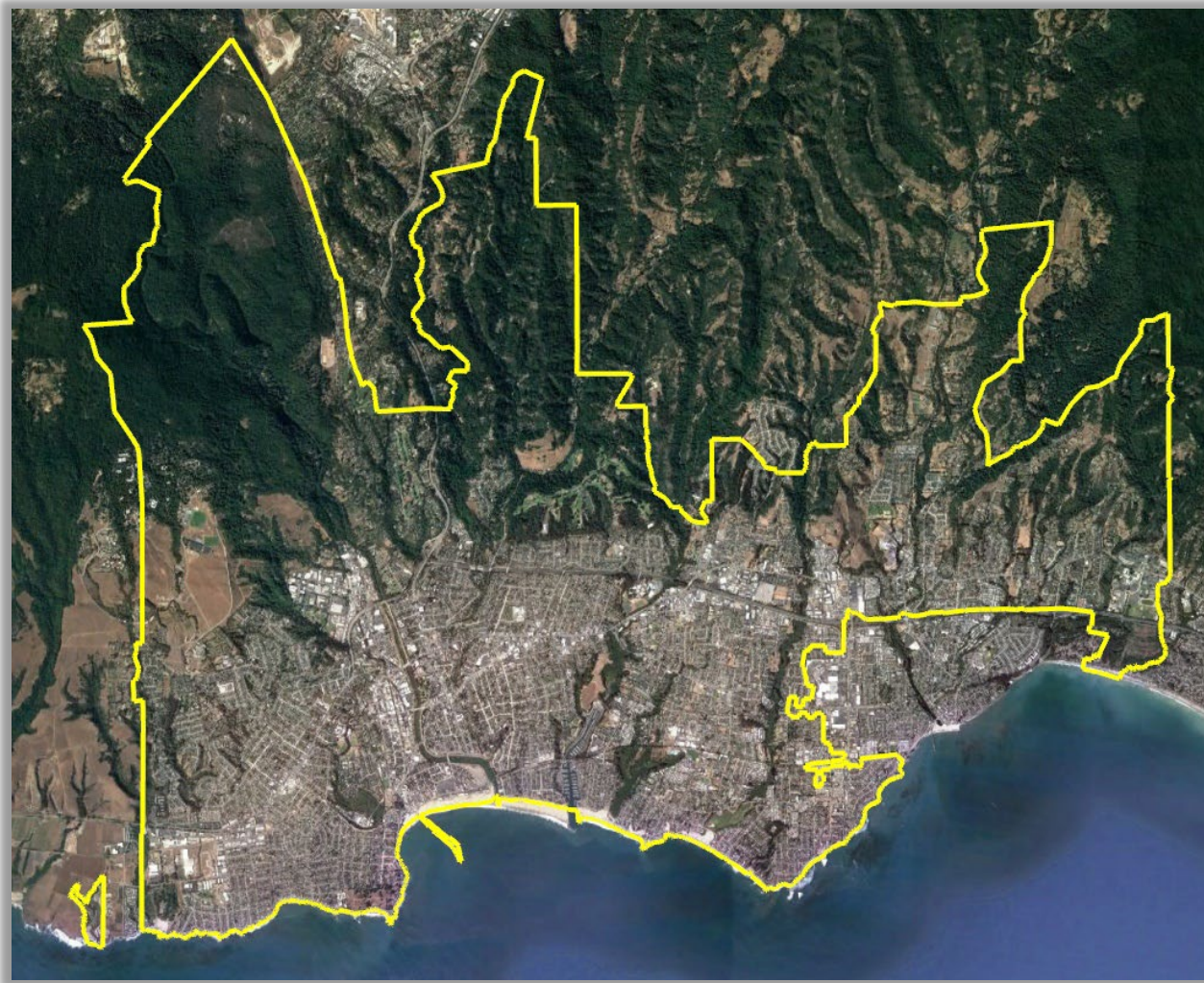
Santa Cruz Port District  
**COMMUNITY INPUT ON THE COMPOSITION OF DISTRICT BOUNDARIES**

Public Hearing of March 6, 2023, 5:30 PM

Public Hearing to Receive Public Input on the Port District's Transition to District-Based Elections for its Commissioners Pursuant to Elections Code §10010.

The following community feedback was received at the public hearing:

- Support for shaping districts by watersheds.
- Support for neighborhoods surrounding the harbor to be considered a community of interest.



# Santa Cruz Port District Introduction to Districting

ATTACHMENT B 5

March 6, 2023

Douglas Johnson  
National Demographics Corporation

# Election Systems

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1. “At Large”
2. “From District” or “Residence” Districts
3. “By District”

The California Voting Rights Act was written to specifically encourage by-district elections.

# California Voting Rights Act (CVRA)

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- ❑ Under the Federal Voting Rights Act (passed in 1965), a jurisdiction must fail 4 factual tests before it is in violation of the law.
- ❑ The California VRA makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems by arguably eliminating two of the US Supreme Court Gingles tests:
  - ~~❑ Can the protected class constitute the majority of a district?~~
  - ❑ Does the protected class vote as a bloc?
  - ❑ Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
  - ~~❑ Do the “totality of circumstances” indicate race is a factor in elections?~~
- ❑ Liability is now arguably determined only by the presence of racially polarized voting

# CVRA Impact

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## ❑ Switched (or in the process of switching) as a result of CVRA:

- ❑ At least 275 school districts
- ❑ 36 Community College Districts
- ❑ 177 cities
- ❑ 1 County Board of Supervisors
- ❑ 53 water and other special districts.

## ❑ Cases So Far:

- ❑ Palmdale, Santa Clara and Santa Monica went to trial on the merits. Palmdale and Santa Clara lost. Santa Monica is awaiting a decision.
- ❑ Modesto and Palmdale each spent about \$1.8 million on their defense (in addition to the attorney fee awards in those cases).
- ❑ Santa Monica has spent an estimated \$7 million so far. Plaintiffs in Santa Monica requested \$22 million in legal fees after the original trial.

## ❑ Key settlements:

- ❑ Palmdale: \$4.7 million
  - ❑ Modesto: \$3 million
  - ❑ Highland: \$1.3 million
  - ❑ Anaheim: \$1.1 million
  - ❑ Whittier: \$1 million
  - ❑ Santa Barbara: \$600,000
  - ❑ Tulare Hospital: \$500,000
  - ❑ Camarillo: \$233,000
  - ❑ Compton Unified: \$200,000
  - ❑ Madera Unified: about \$170,000
  - ❑ Hanford Joint Union Schools: \$118,000
  - ❑ Merced City: \$42,000
- ❑ An estimated \$18 million in total settlements and court awards so far.



# Districting Process

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Step	Description
<b>Two Initial Hearings</b> March 6 & 28	Held prior to release of draft maps. Education and to solicit input on the composition of districts.
<b>Release draft maps</b>	Maps must be posted at least 7 days prior to 3 <sup>rd</sup> hearing.
<b>Two hearings on draft maps</b> April 25 & May 23	Two meetings to discuss and revise the draft maps and to discuss the election sequence. Map may be adopted May 23.
<b>Map adoption</b> Possibly May 23	Map may be adopted May 23. If needed, an additional meeting will be scheduled. Final map must be posted at least 7 days prior to adoption.

# Redistricting Rules and Goals

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## Federal Laws

Equal Population  
Federal Voting Rights Act  
No Racial Gerrymandering



## Traditional Redistricting Principles

Communities of interest  
Compact  
Contiguous  
Visible (Natural & man-made) boundaries  
Respect voters' choices / continuity in office  
Planned future growth

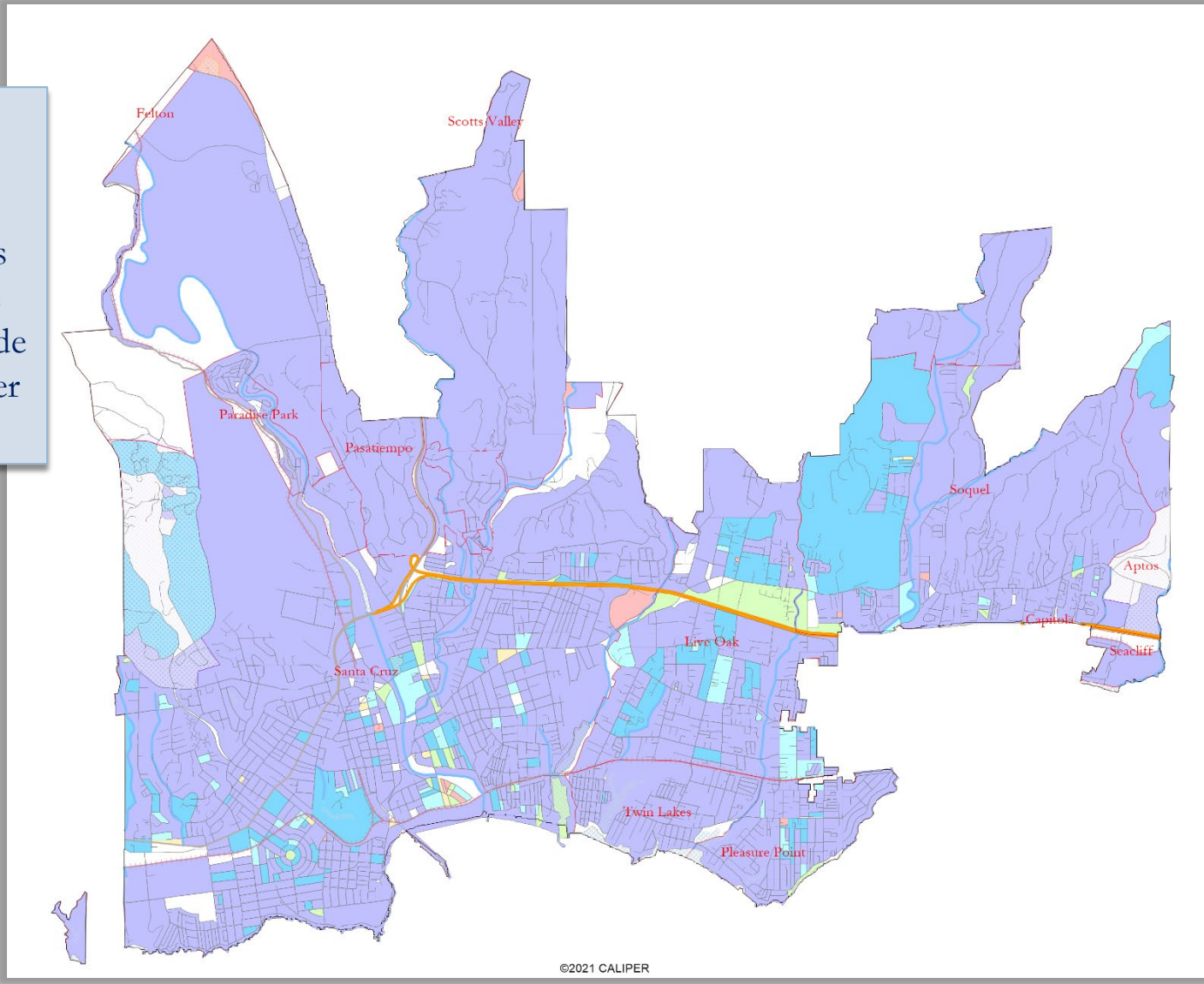
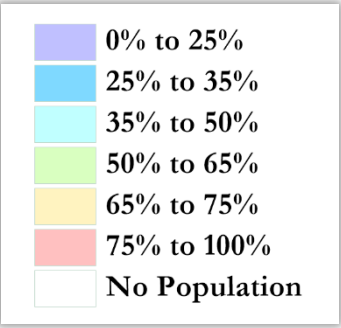
# Demographic Summary of Existing Districts

Each of the five divisions must contain about 19,789 people.

Category	Field	Total	Category	Field	Total
2020 Census	Total Population	98,945	Age	age0-19	21%
Total Pop.	Hispanic/Latino	24%		age20-60	57%
	NH White	62%		age60plus	21%
	NH Black	2%	Immigration	immigrants	13%
	NH Asian/Pac.Isl.	10%		naturalized	46%
	NH Native Amer.	2%	Language spoken at home	english	76%
Citizen Voting Age Pop	Total	79,719		spanish	15%
	Hisp	16%		asian-lang	4%
	NH White	73%		other lang	5%
	NH Black	2%	Language Fluency	Speaks Eng. "Less than Very Well"	6%
	Asian/Pac.Isl.	7%		Education (among those age 25+)	hs-grad
Native Amer.	1%	bachelor	27%		
Total	67,030	graduatedegree	22%		
Voter Registration (Nov 2020)	Latino est.	13%	Child in Household	child-under18	23%
	Spanish-Surnamed	12%	Pct of Pop. Age 16+	employed	61%
	Asian-Surnamed	3%		Household Income	income 0-25k
	Filipino-Surnamed	1%	income 25-50k		15%
	NH White est.	82%	income 50-75k		11%
	NH Black	2%	income 75-200k		41%
Total	57,385	income 200k-plus	17%		
Voter Turnout (Nov 2020)	Latino est.	12%	Housing Stats	single family	72%
	Spanish-Surnamed	11%		multi-family	28%
	Asian-Surnamed	3%		rented	46%
	Filipino-Surnamed	1%		owned	54%
	NH White est.	83%	Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2016-2020 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database. "Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate.		
	NH Black	1%			
Voter Turnout (Nov 2018)	Total	45,641			
	Latino est.	10%			
	Spanish-Surnamed	10%			
	Asian-Surnamed	3%			
	Filipino-Surnamed	1%			
NH White est.	84%				
NH Black est.	1%				

# Latino CVAP

Modest geographic concentrations of Latino eligible voters are in the Lower Ocean/Beach Flats Neighborhood and in the apartments on the north side of Highway 1 around Sutter Hospital.

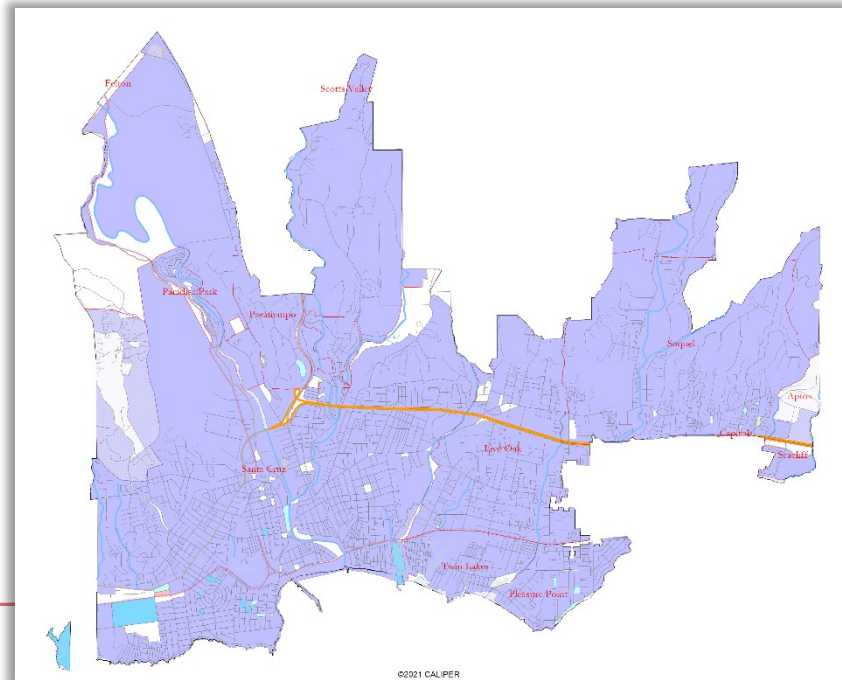
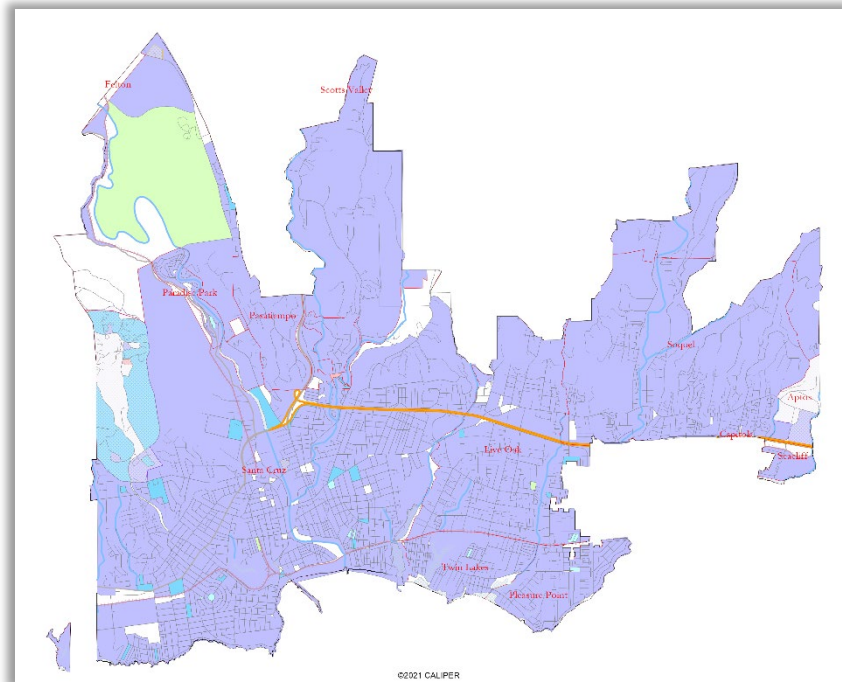
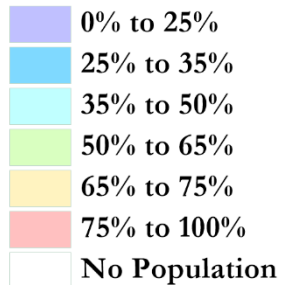


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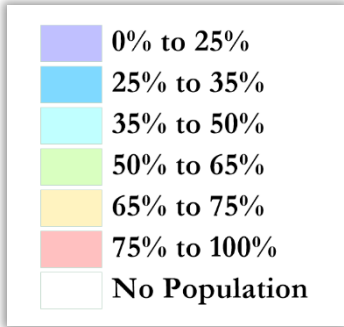
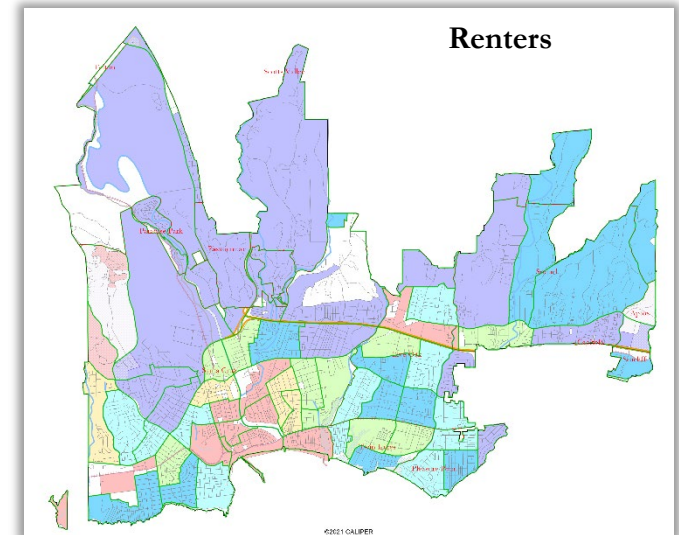
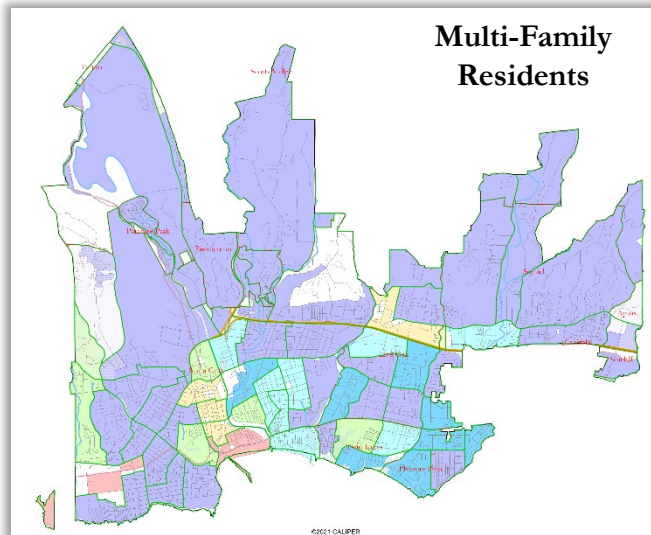
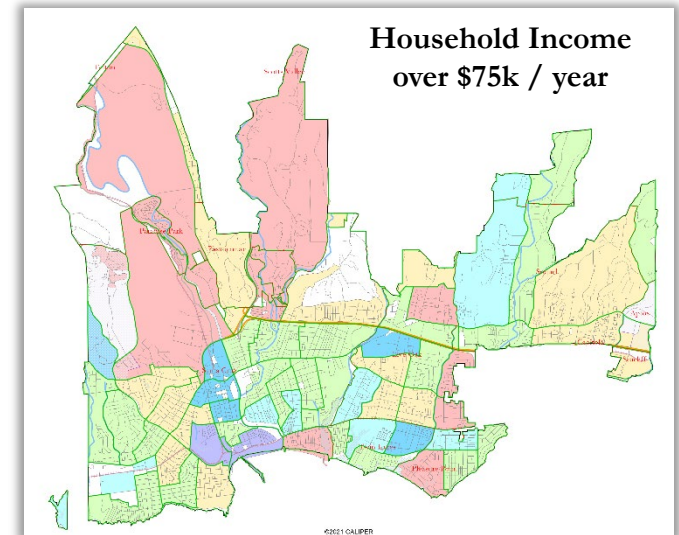
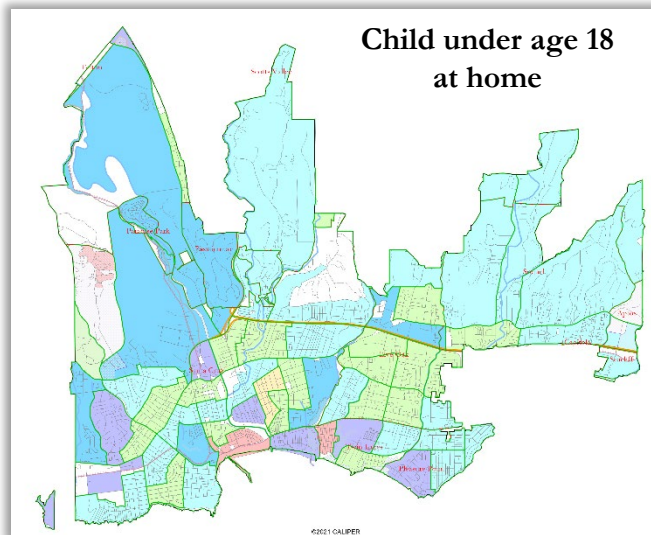
# Asian-American and African- American CVAP

The only large geographic concentration of Asian-Americans is on the UCSC campus.

There are no large geographic concentrations of African-Americans in the District.



# Other Socio-Economic Demographics



# Communities of Interest

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## 1<sup>st</sup> Question: What is your neighborhood or community of interest?

- ❑ Shared issue or characteristic
  - ❑ Shared social or economic interest
  - ❑ Impacted by governing board's policies
- ❑ Tell us “your community’s story”

## 2<sup>nd</sup> Question: What are its geographic boundaries?

### Examples of physical features defining a neighborhood boundary:

- ❑ Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- ❑ Areas around parks or schools
- ❑ Other neighborhood landmarks

**In the absence of public testimony, planning records and other similar documents may provide definition.**



# Public Hearing & Discussion

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**What is your community of interest and what are its boundaries?**

**Would you prefer your community of interest be in one trustee area or that it have multiple representatives on the Board?**





Special Public Budget Session of February 15, 2023

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present:*

Darren Gertler	Chair
Stephen Reed	Vice-chair
Dennis Smith	Commissioner
Toby Goddard	Commissioner
Reed Geisreiter	Commissioner

**SPECIAL PUBLIC BUDGET SESSION – 7:00 PM**

Chair Gertler brought the special public budget session to order at 7:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA.

1. Pledge of Allegiance
2. Oral Communication

Slip renter Robert Nichols expressed his appreciation to staff for the FY24 budget material and requested that if a marina fee increase is considered as part of tonight's meeting, that it be modest, to ensure the harbor remains affordable to all slip renters.

Commissioner Goddard reported that he recently attended a webinar regarding the California Marine Protected Area Management Program.

3. Approval of Contract Amendment – Central Electric Company Electrical Service Upgrade Project at 333 Lake Avenue)

Discussion: Port Director MacLaurie stated that in June 2022, the Port Commission approved a contract with Central Electric Company for electrical service upgrades to the property located at 333 Lake Avenue in an amount not to exceed \$58,300.

She stated that the project was anticipated to commence in Fall 2022, but due to supply chain issues and parts availability, progress stalled. She stated that the project is now anticipated to commence later this month, however, a new prevailing wage rate took effect on January 1, 2023, so a contract amendment is needed to account for the increased labor rates.

MOTION: Motion made by Commissioner Geisreiter seconded by Vice-chair Reed to authorize the Port Director to execute a contract change order with Central Electric Company in the amount of \$2,199, increasing the not to exceed contract amount from \$58,300 to \$60,499.  
- *Motion carried unanimously.*

### 3. Review of Draft FY24 Budget and 5-Year Capital Improvement Plan

Discussion: Port Director MacLaurie presented the FY24 Draft Budget and stated that the budget approach for FY24 focuses on the following:

- Presenting a balanced budget that meets debt service requirements.
- Maintaining a conservative approach to budgeted revenues.
- Funding approved labor contracts and pension related costs.
- Funding the Capital Improvement Program (CIP) at a level satisfactory to achieve a balanced budget (current funding level is less than stated goal).

Port Director MacLaurie highlighted the following FY23 budget projections:

- FY23 operating revenues are projected to exceed budget by approximately \$1,710,175 (16%), due to increases in the following categories:
  - Receipt of US Army Corps of Engineers annual dredge reimbursement
  - Increased Interest Earnings (primarily from LAIF)
  - Fuel Sales
  - Boatyard Income
  - Concession Income
- FY23 operating expenses are projected to exceed budget by approximately \$375,342 (4%), due to increases in the following categories:
  - Fuel Expense (offset by additional fuel sales/revenue)
  - Insurance Premium Increases
- FY23 net income is projected at -\$2,724,790. Net of depreciation & capitalized expenses, net income is projected to be positive overall.

Port Director MacLaurie reviewed the FY24 Salary and Benefit Costs and highlighted the following:

- Salary and Benefits are projected to increase 6.5%, primarily due to increases in the following categories:
  - Labor Contracts
  - CalPERS' Pension Costs

Port Director MacLaurie reviewed the FY24 Dredge Operations budget. She stated that a \$143,000 contribution will increase available funding in the Dredge Intermediate Fund (DIF) to \$289,665. She stated that this funding will be utilized for the following expenditures:

- *Twin Lakes*: Replacement of the snorkel elbow; replacement of the muffler, extended warranties, and spare parts
- *Dauntless*: Replacement of the keel cooler and replacement of the suction hose
- Other miscellaneous dredge systems and equipment

Port Director MacLaurie reviewed the Port District's fund balances and current financial position, noting that the amount of unrestricted cash on hand available for operations, emergencies, and improvements is approximately \$9,989,665.

Port Director MacLaurie stated that the draft FY24 budget proposes to allocate \$1,270,000 to the CIP (\$350,000 from operating budget + reallocation of \$920,000 from the Unallocated CIP). She reviewed the recommended FY24 Capital Improvement Program (CIP) funding:

- Harbor Security Upgrades - \$12,000
- Piling Replacement - \$500,000
- Pavement Repairs - \$100,000
- Minor Building Restoration Projects - \$20,000
- Restroom Building Rehabilitation - \$50,000
- 7th & Brommer - \$25,000
- Parking Upgrades - \$25,000
- Harborwide Refuse Study - \$3,000
- Embankment Assessment - \$70,000
- Fuel System Upgrades - \$55,000
- NH Transformer - \$225,000
- 2222 East Cliff Drive Deck Replacement - \$10,000
- Twin Lakes Haul - \$175,000

The Commission discussed the proposed contribution to the Capital Improvement Program (CIP), Reserve Fund, and Dredge Intermediate Fund (DIF).

Commissioner Geisreiter expressed support for increasing funding to the CIP, noting that the CIP funding goal should be raised to at least \$1,000,000 annually to meet future funding needs.

Port Director MacLaurie stated that the draft FY24 budget does not include a proposed marina fee increase. She stated that the Consumer Price Index (San Francisco-Oakland-Hayward) increase (CPI) for 2022 is 4.9%. A discussion ensued about the implementation of a slip fee increase.

There was consensus among the Commission to direct staff to include a 5% slip rent increase in the final FY24 budget.

There was consensus among the Commission to direct staff to incorporate the following items into the FY24 budget for review and action at the upcoming special public session on February 23, 2023:

- 5% increase to marina fees
- Increase Capital Improvement Program funding from \$350,000 to \$500,000. In conjunction with assigning \$920,000 of funding from the Unallocated CIP, total allocated CIP funds for FY24 equal \$1,420,000
- Review non-operating interest income to ensure revenue projections align with current interest rate trends
- Institute an annual review of the CalPERS actuarial valuation reports, which are typically released in August
- Change name of “Dredge Intermediate Fund” to “Dredge Fund”

Chair Gertler adjourned the special public budget session at approximately 8:35 pm.

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Darren Gertler, Chair



Special Public Session of February 23, 2023

**Santa Cruz Port Commission  
MINUTES**

*Commission Members Present:*

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

*Commission Members Absent:*

Stephen Reed      Vice-chair

**SPECIAL PUBLIC SESSION – 7:00 PM**

Chair Gertler convened the special public session at 7:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA.

1. Pledge of Allegiance
2. Oral Communication

**CONSENT AGENDA**

3. Approval of Minutes
  - a) Special Closed Meeting of December 7, 2022
  - b) Regular Public Meeting of January 24, 2023
4. Approval of Month-to-Month Rental Agreement for 2222 East Cliff Drive, Suite 220 (Tenant: Estriatus Law)
5. Approval of Assignment and Assumption of Sublease – 365B Lake Avenue (Subtenant: Boxine USA, Inc)

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Smith to approve consent agenda items 3 through 5.  
– *Motion carried. Commissioner Goddard ABSTAINED from item 3(b).  
Vice-chair Reed ABSENT.*

**REGULAR AGENDA**

6. Consideration of 6-Pak Charter Permit Application – Big Anchovy Sportfishing (Andreassen)  
  
Discussion: Harbormaster Anderson requested that the Commission consider authorization of a launch ramp based 6-pak charter operation. He stated that approval of this request will have minimal impact on parking, as customers will arrive in one or two cars in the early morning hours and depart by early afternoon.

Mr. Andreassen thanked the Commission for their consideration of his request.

In response to a question posed by Commissioner Geisreiter, Harbormaster Anderson stated that there is currently one approved charter operating out of the launch ramp, Barbarosa Fishing, which was approved in April 2022.

In response to a question posed by Commissioner Goddard, Harbormaster Anderson stated that the standard 6-pak charter fee will be assessed, despite Mr. Andreassen's vessel being rated for 5 passengers.

Commissioner Smith expressed support for approving the proposed charter operation. Commissioner Goddard agreed.

**MOTION:** Motion made by Commissioner Smith, seconded by Commissioner Geisreiter to approve launch ramp based 6-pak charter permit application for Erik Andreassen, Big Anchovy Sportfishing.  
- *Motion carried. Vice-chair Reed ABSENT.*

7. Approve the FY24 Budget and Capital Improvement Plan

**Discussion:** Port Director MacLaurie reviewed the draft FY24 budget and highlighted the following:

- 5% increase to marina fees
- Increased Capital Improvement Program funding from \$350,000 to \$500,000. In conjunction with assigning \$920,000 of funding from the Unallocated CIP, total allocated CIP funds for FY24 equal \$1,420,000
- Increased non-operating interest income to ensure revenue projections align with current interest rate trends
- Implementation of an annual review of the CalPERS actuarial valuation reports, which are typically released in August
- Changed name of "Dredge Intermediate Fund" to "Dredge Fund."

The Commission thanked staff for the budget presentation.

In response to a question posed by Commissioner Goddard, Port Director MacLaurie stated that the FY24 Budget Summary on page 6 will be updated to reflect that a 5% marina fee increase will be implemented.

**MOTION:** Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to approve the FY24 budget and capital improvement projects.  
- *Motion carried. Vice-chair Reed ABSENT.*

8. Award of Contract for ADA Path of Travel Improvements in the Concession Parking Lot (NTE \$67,000)

Discussion: Port Director MacLaurie stated that accessibility upgrades in the concession parking lot are required to meet State and Federal standards for paths of travel. She stated that prior to project commencement, staff will perform outreach to concession lot tenants in an effort to mitigate project impacts.

Facilities Maintenance and Engineering Manager Wulf stated that this project focuses on making slope and grade improvements to achieve an accessible path of travel to the public restrooms located in the concession parking lot. He stated that reconfiguration of parking spaces is not included in this project and there will be no changes to the number of parking spaces as a result of this project.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Smith to award a contract to Monterey Peninsula Engineering, Inc. for ADA Path of Travel Improvements in the Concession Parking Lot; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount of \$67,000 for the project.  
- *Motion carried. Vice-chair Reed ABSENT.*

9. Award of Contract for Pavement Repairs at Fishery Pier (NTE \$46,500)

Discussion: Port Director MacLaurie stated that the entirety of the fishery pier, including the hoist area, is in need of repaving and recommended approval of the contract.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Geisreiter to award a contract to Granite Construction Company for paving repairs at the fishery; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount of \$46,500 for the project.  
- *Motion carried. Vice-chair Reed ABSENT.*

10. Award of Contract for Storm-Damaged Pavement Repairs at 493 Lake Avenue (NTE \$22,500)

Discussion: Port Director MacLaurie stated that as a result of the ongoing storm events in January 2023, a 700 SF portion of concrete walkway adjacent to 493 Lake Avenue was severely damaged and is in need of repair. She stated that this project is eligible for CalOES and FEMA disaster assistance funding.

In response to a question posed by Commissioner Goddard in regard to FEMA's Public Assistance Grant Funding, Administrative Services Manager Bouchard stated that completing the paving work prior to CalOES and FEMA's final inspection will not impact funding eligibility.

Facilities Maintenance and Engineering Manager Wulf stated that staff will perform outreach to tenants in an effort to mitigate project impacts.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Geisreiter to award a contract to Monterey Peninsula Engineering, Inc. for storm-damaged pavement repairs at 493 Lake Avenue; authorize the Port Director to execute the contract; and authorize a not-to-exceed amount of \$22,500 for the project.  
- *Motion carried. Vice-chair Reed ABSENT.*

11. 2023 Election of Special District Regular Member on LAFCO

Discussion: Port Director MacLaurie requested that the Commission provide direction to staff on casting the Port District's vote for a regular member of the Local Agency Formation Commission (LAFCO).

Commissioner Goddard stated that he recommends the incumbent candidate, Rachel Lather, as the Port District's selection.

There was consensus among the Commission to authorize the Port Director to vote for Rachel Lather.

12. Approval of Cash / Payroll Disbursements – January 2023 (There was no discussion on this agenda item)

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to approve cash and payroll disbursements for January 2023 in the amount of \$1,267,379.31.  
- *Motion carried. Vice-chair Reed ABSENT.*

**INFORMATION**

13. Port Director's Report

Port Director MacLaurie stated that the Santa Cruz County Form 700 filing deadline is April 1, 2023. She stated that forms can now be filed electronically on the County's website. Port Director MacLaurie reported a correction to her report noting that Brigadier General Gant's site visit is scheduled for Monday, March 6, 2023, not Thursday, March 9, 2023.

14. Harbormaster's Report

Harbormaster Anderson reported that staff, along with members of the commercial fishing community, met with Congressman Panetta on February 21, 2023, in the harbor public meeting room to discuss recent challenges in the Dungeness crab and salmon fisheries, and brainstorm strategies that could help maintain viability in the central coast fishing industry.

15. Facilities Maintenance & Engineering Report



Facilities Maintenance & Engineering (FME) Manager Wulf stated that the dredge crew continues to address the entrance channel shoaling.

FME Manager Wulf stated that commencement of the 2222 East Cliff Drive Deck Replacement Project is still pending issuance of City building permits.

A brief discussion ensued regarding the building permit process. Port Director MacLaurie stated that although the proposed project is a replacement in kind, the City's plan check process is intensive.

16. Sea Scouts Biannual Report

Chair Gertler acknowledged the Sea Scouts program for its enhanced activities and robust boating curriculum. Commissioners Goddard and Smith echoed their appreciation for the program.

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

- a) Comparative Seasonal Revenue Graph

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

19. Harbor Patrol Incident Response Report – January 2023 (*There was no discussion on this agenda item*)

20. Written Correspondence

- a) Letter from Port Director MacLaurie to Scripps Institution of Oceanography
- b) California Special Districts Association Call for Nominations

In regard to item 20(a), Commissioner Goddard expressed his appreciation to staff for their continued support of the oceanography program.

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

Chair Gertler adjourned the regular public session at 7:55 PM.

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Darren Gertler, Chair

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Toby Goddard  
Dennis Smith  
Reed Geisreiter  
Stephen Reed  
Darren Gertler

TO: Port Commission  
FROM: Renee Ghisletta, Administrative Assistant  
DATE: February 17, 2023  
SUBJECT: Approval of Month-to-Month Rental Agreement for 2222 East Cliff Drive, Suite 216  
(Tenant: Ancient Waves Wellness)

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

## **BACKGROUND**

Mary Morgan of Ancient Waves Wellness has been subleasing the office space located at 2222 East Cliff Drive, Suite 220, from O'Neill Sea Odyssey (OSO) since April 2014.

Effective June 1, 2022, under a new Amended and Restated Lease with OSO, the Port District assumed control of all second story suites, including Ms. Morgan's sublease which is set to expire on March 31, 2023.

Ms. Morgan wishes to execute a new month-to-month rental agreement with the Santa Cruz Port District effective April 1, 2023, with terms as outlined below. The monthly rent proposed has been adjusted to reflect the 4.9% increase in the 2022 San Francisco-Oakland-Hayward Consumer Price Index (CPI).

## **ANALYSIS**

Terms of lease: Month-to-Month  
Tenant: Ancient Waves Wellness (Mary Morgan L.Ac., MTCM)  
Space: 2222 East Cliff Drive, Suite 216 (478 SF)  
Rent: \$2,447.36 mo. (\$5.12/SF) – Adjusted annually by CPI  
Use: Office Space  
Insurance: \$1 million with Santa Cruz Port District named as additional insured

## **IMPACT ON PORT DISTRICT RESOURCES**

Approval of this lease will generate approximately \$29,368.32 per year in concession income.

ATTACHMENTS: A. Rental Agreement – 2222 East Cliff Drive, Suite 216

**SANTA CRUZ PORT DISTRICT  
RENTAL AGREEMENT**

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

RECITALS:

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

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

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

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

Agreement Date:	<u>April 1, 2023</u>	Term:	<u>Month to Month</u>
Tenant:	<u>Ancient Waves Wellness (Mary Morgan L.Ac., MTCM)</u>		
Property:	<u>2222 East Cliff Drive, Suite 216</u>		
Premises:	<u>Office Space (approx. 478 SF)</u>		

	<i>Fixed Minimum</i>	<i>Time Period</i>	<i>Percentage Rent</i>
Rent:	<u>\$2,447.36</u>	<u>per month</u>	<u>N/A</u>

Rent Payable:	<u>Monthly</u>	on:	<u>the 1<sup>st</sup></u>	starting:	<u>April 1, 2023</u>
Rent Adjusted:	<u>annually</u>	on:	<u>April 1</u>	based on:	<u>SF Bay Area CPI</u>
Deposit:	<u>N/A</u>	paid:	<u>\$2,213.38</u>		
Use:	<u>Office Space</u>				

Tenant Insurance Requirements:	<u>Casualty</u>	<u>N/A</u>	<u>Liability</u>	<u>\$1 million</u>
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Notice of Rent Adjustment:	<u>30 days</u>	Notice of Termination:	<u>30 days</u>
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	<i>Landlord</i>	<i>Tenant</i>
Notice Addresses:	<u>Santa Cruz Port District</u>	<u>Ancient Waves Wellness</u>
	<u>Attn: Port Director</u>	<u>Attn: Mary Morgan L.Ac., MTCM</u>
	<u>135 5<sup>th</sup> Avenue</u>	<u>2222 East Cliff Drive, Suite 216</u>
	<u>Santa Cruz, CA 95062</u>	<u>Santa Cruz, CA 95602</u>

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

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

4. Rent.

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

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

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

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

5. Use.

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

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

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

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

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

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

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

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

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

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

7. Construction of Improvements.

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

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

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

8. Taxes and Assessments.

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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



10. Indemnification.

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

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

11. Maintenance and Repairs.

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

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

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

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

13. Assignment and Subletting.

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

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

14. Damage or Destruction.

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

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

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

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

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

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

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

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

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

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

15. Eminent Domain.

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

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

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

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

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

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

(a) Tenant Default

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Subordination.

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

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

20. Landlord's Right to Reenter.

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

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

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

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

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

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

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

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

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

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

29. General.

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

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

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

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

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

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

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

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

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

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

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



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

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

"LANDLORD"

SANTA CRUZ PORT DISTRICT  
COMMISSION,  
a political subdivision

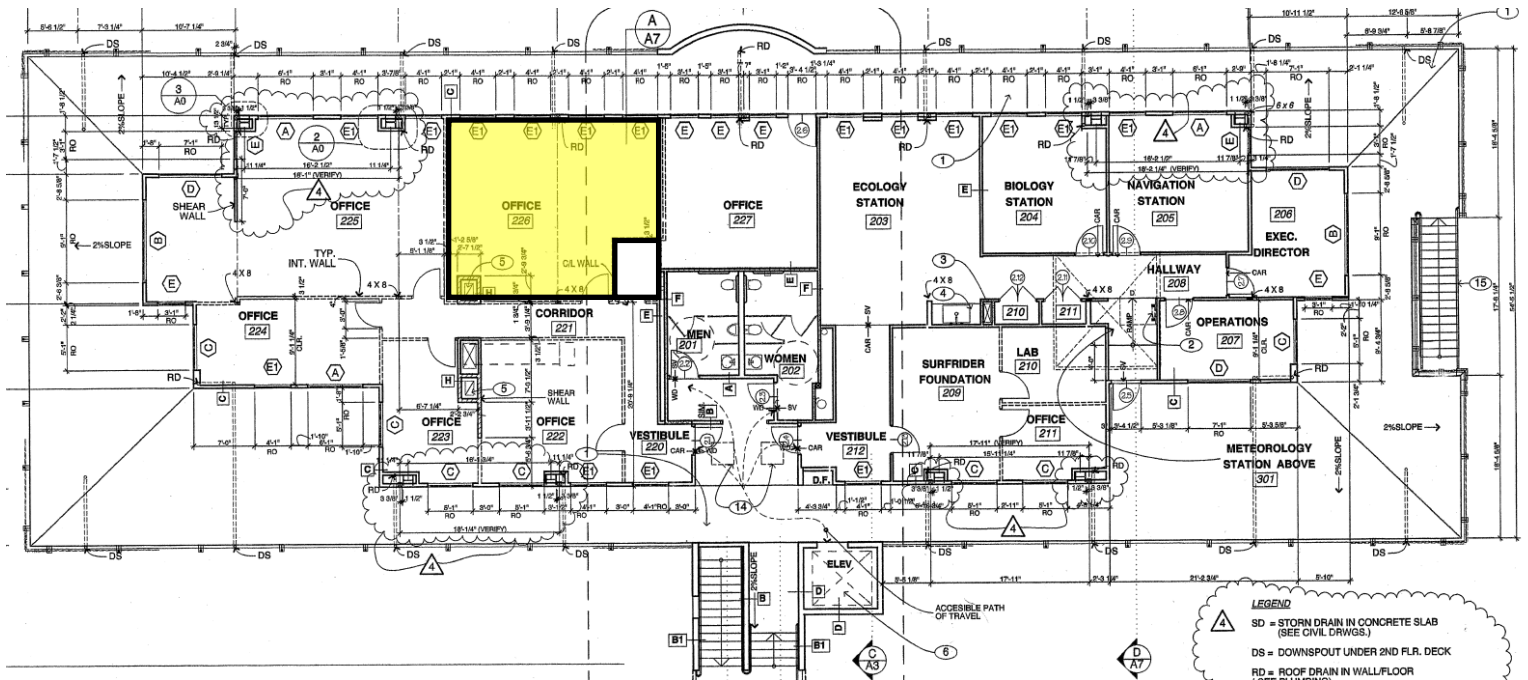
By \_\_\_\_\_  
Holland MacLaurie, Port Director

"TENANT"

ANCIENT WAVES WELLNESS

By Mary Morgan L.Ac., MTCM  
Mary Morgan L.Ac., MTCM

**PREMISE MAP**  
 Ancient Waves Wellness  
 2222 East Cliff Drive, Suite 216





TO: Port Commission  
 FROM: Holland MacLaurie, Port Director  
 DATE: March 22, 2023  
 SUBJECT: Approval of FY24 Fee Schedule

**Recommendation: Approve the FY24 fee schedule and authorize the Port Director to waive or adjust fees as deemed appropriate.**

**BACKGROUND**

The Port District assesses user fees for a variety of Port District services, including parking, visitor berthing, event permits, and facilities rental. The fee schedule is periodically amended to update the cost of providing these services, to bring fees closer to full cost recovery targets, and to add new fees or eliminate fees that are no longer applicable.

**ANALYSIS**

The proposed FY24 fee schedule is included for review as Attachment A. Proposed fee changes for FY24 are outlined below:

Fee	Current Rate	Proposed Change	Comments
RV Park Launch Ramp (RV w/o trailer) Launch Ramp (RV w/ trailer)	\$60.00 / night \$60.00 / night \$78.00 / night	\$62.00 / night \$62.00 / night \$80.00 / night	Last increase FY23. Neighboring RV park rates average approximately \$85.00/night (peak season). A modest increase is proposed, recognizing that the Port District's RV Park does not provide extensive amenities. Online reservation system is planned for implementation in FY24.
Visitor Parking Pass: Daily	\$15.00 / day	\$20.00 / day	Last Increase FY22.
Visitor Parking Pass: Hourly	\$1.50 / hour	\$1.75 / hour	City of Santa Cruz: \$1.25 /hr. Capitola Village: \$1.50 /hr. Monterey Marina Lot: \$2.00 /hr.
Concession Parking Lot: Overflow Parking Pass	\$6.00 / day	\$10.00 / day	Commensurate with increase to Visitor Parking Pass (above).
Slip Licensee Visitor Parking Pass: Daily	\$7.00 / day	\$10.00 / day	Commensurate with increase to Visitor Parking Pass (above).

Fee	Current Rate	Proposed Change	Comments
Waiting List Fee	\$100.00 / year	\$120.00 / year	Last increase FY13 (\$85 to \$100).
Slip Leave Option Fee	\$250.00 / year	\$300.00 / year	Current fee predates FY08.
Liveaboard Monthly Per Person Fee	\$100.00 / month	\$135.00 / month	Last increase circa FY86.
Unattended Utility Fee: 30 AMP	\$35.00 / month	\$38.00 / month	Current fee predates FY08.
Unattended Utility Fee: 50 AMP	\$50.00 / month	\$54.00 / month	Current fee predates FY08.
Public Meeting Room	\$25.00 / hour	\$40.00 / hour	Fees waived for landside concessionaires and marine-related uses.
Events – Harbor Beach: 0-100 People Add 'l 50 People	\$350.00 / day \$150.00 / day	\$375.00 / day \$175.00 / day	Last increase FY23.
Events – West Jetty	\$300.00 / day	\$325.00 / day	Last increase FY23.
STAFF SERVICES: Facilities Maint. Manager Supervising Maint. Worker Maintenance Worker Supervising Dredge Worker Dredge Worker Harbormaster Assistant Harbormaster Senior Deputy Harbormaster Deputy Harbormaster Customer Service Rep. Accounting Technician Administrative Assistant I/II Parking Coordinator Parking Control Boatyard Supervisor Boatyard Crew	\$114.86 / hour \$80.26 / hour \$76.51 / hour \$83.07 / hour \$76.51 / hour \$114.86 / hour \$88.89 / hour \$81.79 / hour \$76.51 / hour \$69.50 / hour \$76.51 / hour \$70.56 / hour \$67.79 / hour \$35.36 / hour \$65.00 / hour \$65.00 / hour	\$128.20 / hour \$85.06 / hour \$81.22 / hour \$85.06 / hour \$81.22 / hour \$128.20 / hour \$92.03 / hour \$85.06 / hour \$81.22 / hour \$71.11 / hour \$85.06 / hour \$81.22 / hour \$71.11 / hour \$35.36 / hour \$85.06 / hour \$71.11 / hour	Commensurate with 2023 salaries.
Boatyard: Mast / Engine Storage	\$15.00 / day	\$18.00 / day	Original rate (FY14).
Boatyard: Environmental Surcharge	\$6.00 / day	\$7.00 / day	Last increase FY23.
Boatyard: Hazardous Materials Disposal Fee	\$20.00	\$30.00	Original rate (FY14).
Boatyard: Travelift & Crew	\$250 / hour (\$250 min), add 'l time charged in ¼ hour increments	\$275 / hour (\$275 min), add 'l time charged in ¼ hour increments	Original rate (FY14).
Boatyard: Contractor Renewal Fee	\$150.00 / year	\$200.00 / year	Last Increase FY23.

As part of the FY24 budget process, the Port Commission approved a 5% increase to marina fees. For discussion and comparison purposes, the proposed FY24 fee schedule includes a column depicting a 5% increase to each fee.

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

There is no impact on Port District resources associated with adopting the fee schedule. Staff estimates additional revenue as a result of adjusting the fees.

While the fee schedule is typically reviewed and approved after budget adoption in February, staff proposes to include the fee schedule as part of the annual budget process commencing with the FY25 budget.

ATTACHMENT:      A. FY24 Draft Fee Schedule (redline)

Santa Cruz Port District  
FY24 DRAFT FEE SCHEDULE

Description	Fee	5% increase	Comments
<b>PARKING</b>			
Visitor Parking Pass: Daily	<del>\$15.00</del> \$20.00 /day	\$15.75	
Visitor Parking Pass: Hourly	<del>\$1.50</del> \$1.75 /hour	\$1.58	
Slip Licensee 1st/2nd Additional Annual Parking Permits	\$50.00 / \$100	\$52.50	
Slip Licensee Visitor Parking Pass: Daily	<del>\$7.00</del> \$10.00 /day	\$7.35	
Overnight Parking: RV Park	<del>\$60.00</del> \$62.00 /night	\$63.00	
Overnight Parking: Launch Ramp (RV w/o trailer)	<del>\$60.00</del> \$62.00 /night	\$63.00	
Overnight Parking: Launch Ramp (RV w/trailer)	<del>\$78.00</del> \$80.00 /night	\$81.90	
Overnight Parking: Launch Ramp (Vehicle w/o trailer)	\$30.00 /night*	\$31.50	
Overnight Parking: Launch Ramp (Vehicle w/trailer)	\$30.00 /night*	\$31.50	*Includes all-day parking through 9 PM 2nd night
Overnight Parking: 7th & Brommer	\$20.00 /night	\$21.00	
Annual North Harbor Visitor Parking Pass: M - F	\$100.00 /year	\$105.00	Memorialize item on fee schedule
Annual North Harbor Visitor Parking Pass: Every Day	\$150.00 /year	\$157.50	Memorialize item on fee schedule
Annual Landside Tenant Business Parking Permit	\$240.00 /year	\$252.00	Memorialize item on fee schedule
Concession Parking Lot: Overflow Parking Pass	<del>\$6.00</del> \$10.00 /day	\$6.30	
Concession Parking Lot: 30 Minutes or Less	FREE		
Concession Parking Lot: Entry Before 4 PM (First 2.5 Hours)	\$1.75 /hour	\$1.84	
Concession Parking Lot: Entry Before 4 PM (After 2.5 Hours)	\$5.25 /hour	\$5.51	
Concession Parking Lot: Entry After 4 PM	\$1.75 /hour	\$1.75	
Concession Parking Lot: Lost Ticket Fee	\$40.00	\$42.00	
<b>LAUNCHING</b>			
Daily Launch Permit	\$18.00	\$18.90	
Daily Launch Permit - Disabled	\$12.00	\$12.60	
Daily Cartop Launch Permit (2 Vessels)	\$15.00*	\$15.75	*Includes launching for 2 vessels/boards & vehicle parking.
Handlaunch or Additional Vessel w/ Cartop	\$7.00	\$7.35	
Annual Launch Permit: Every Day	\$370.00	\$388.50	
Annual Launch Permit: M - F	\$265.00	\$278.25	
Annual Launch Permit - Disabled: Every Day	\$225.00	\$236.25	
Annual Launch Permit - Disabled: M - F	\$165.00	\$173.25	
Annual Launch Permit Cartop	\$250.00	\$262.50	
<b>VISITOR BERTHING</b>			
Up to 50' Monohull: 1-14 Days	\$1.50 /ft./day, \$42.00 minimum	\$1.58	
Up to 50' Monohull: 15+ Days	\$2.25 /ft./day, \$63.00 minimum	\$2.36	
50'+ Multihull: 1-14 Days	\$1.75 /ft./day, \$52.50 minimum	\$1.84	Memorialize minimum on fee schedule
50'+ Multihull: 15+ Days	\$2.25 /ft./day, \$63.00 minimum	\$2.36	
Commercial	\$0.75 /ft./day, \$30.00 minimum	\$0.79	
<b>OTHER VISITOR SERVICES</b>			
Catamaran Overnight Storage	\$5.00*	\$5.25	*Storage on beach only
End-Tie full length (Regattas, Cruises, Etc.)	\$270.00 /day	\$283.50	
End-Tie half length (Regattas, Cruises, Etc.)	\$160.00 /day	\$168.00	
Winter End-Tie Berthing Program: Recreational**	\$27.90 /ft./mo.*	\$29.30	*1 month occupancy; paid in advance
Winter End-Tie Berthing Program: Commercial**	\$18.00 /ft./mo.*	\$18.90	**Winter: October 31 - March 1 Comm. year-round subject to HM approval
<b>EVENTS</b>			
Event Application Fee	\$75.00*	\$78.75	*Cost recovery for administrative services
Harbor Beach: 0-100 People	<del>\$350.00</del> \$375.00 /day	\$367.50	
Harbor Beach: Add '1 50 People	<del>\$150.00</del> \$175.00 /day	\$157.50	
Harbor Beach Plaza	\$250.00 /day	\$262.50	
Mariner Park Lawn: 0-100 People	\$250.00 /day	\$262.50	
Mariner Park Lawn: Add '1 50 People	\$100.00 /day	\$105.00	
JG Townsend Maritime Plaza	\$150.00 /day	\$157.50	
Walton Lighthouse: 0-6 People	\$500.00 /hour*	\$525.00	*Staff service charges for standby may apply
West Jetty	<del>\$300.00</del> \$325.00 /day	\$315.00	
Wiki's Island	\$150.00 /day	\$157.50	
Information Booth	\$60.00 /day	\$63.00	
Event Deposit	\$500.00 /day*	\$525.00	*Minimum
Live Music /DJ	\$185.00 /day	\$194.25	
Stereo System	\$85.00 /day	\$89.25	
Volleyball Court	\$70.00 /court/4-hours*	\$73.50	*Limit 2 courts
On-water Event Permit Inner Harbor	\$50.00 /hour*	\$52.50	*Plus safety staffing & vessels
Electrical Service Use	\$40.00	\$42.00	
Mariner Park Lawn Camping	\$10.00 /night/tent*	\$10.50	*Harbormaster approval required
Public Meeting Room	<del>\$25.00</del> \$40.00 /hour*	\$26.25	*Fees waived for landside concessionaires and marine related uses
<b>DEPOSITS</b>			
Dry Storage & Rack Storage	2 months' rent		
Slips	1 month's rent		
Dory Tie	2 months' rent		
<b>STAFF SERVICES*</b>			
Facilities Maintenance & Engineering Manager	<del>\$114.86</del> \$128.20 /hour		
Supervising Harbor Maintenance Worker	<del>\$80.26</del> \$85.06 /hour		
Harbor Maintenance Worker	<del>\$76.51</del> \$81.22 /hour		
Supervising Harbor Dredge Worker	<del>\$83.07</del> \$85.06 /hour		
Harbor Dredge Worker	<del>\$76.51</del> \$81.22 /hour		
Harbormaster	<del>\$114.86</del> \$128.20 /hour		
Assistant Harbormaster	<del>\$88.89</del> \$92.03 /hour		
Senior Deputy Harbormaster	<del>\$81.79</del> \$85.06 /hour		
Deputy Harbormaster	<del>\$76.51</del> \$81.22 /hour		
Reserve Deputy Harbormaster	<del>\$45.00</del> /hour		
Customer Service Representative	<del>\$69.50</del> \$71.11 /hour		
Accounting Technician	<del>\$76.51</del> \$85.06 /hour		
Administrative Assistant I/II	<del>\$70.56</del> \$81.22 /hour		
Parking Coordinator	<del>\$67.79</del> \$71.11 /hour		
Parking Control	<del>\$35.36</del> \$35.36 /hour		
Boatyard Supervisor	<del>\$65.00</del> \$85.06 /hour		
Boatyard Crew	<del>\$65.00</del> \$71.11 /hour		
All Vehicles	\$75.00**		**1-hour minimum

Description	Fee	5% increase	Comments
<b>MISCELLANEOUS CHARGES</b>			
Credit Card Convenience Fee	3%		
Administrative Fee	\$25.00	\$26.25	
Appeals to the Board of Port Commissioners	\$25.00 filing fee	\$26.25	
Credit Card Phone-in Fee	\$10.00	\$10.50	
Fuel Service Call Back	\$10.00	\$10.50	
Dewatering	\$125.00+*	\$131.25	*Actual cost + admin overhead or \$125.00 minimum
Dock Box Sale	\$475.00	\$498.75	
Ice Sales	\$20.00 /tote up to 500lbs.	\$21.00	
Returned Check Fee	\$40.00	\$42.00	
Discount for Advance Payment of Slip Fees	2% annually		
Postage/Mailing	Actual cost + 25%, \$10.00 minimum		
Late Payments: One-Time Fee	\$25.00 fee, plus .833% interest on aged bal.		
Late Payments: Interest on Aged Balance	0.833%		
Police/Incident Reports Copies	\$25.00	\$26.25	
Miscellaneous Landside Storage (Including Impound)	\$150.00 initial impound fee +\$10.00 /day up to 100 SF	\$157.50	*\$.10/SF/day additional space. Initial impound fee not applicable to misc. stor
Temporary Non-Secure Trailer Storage	\$75.00 /month*	\$78.75	*Requires Harbormaster approval; requires current vessel registration
Crab Pot Storage: Max 2 Weeks / Paid in Advance	\$35.00 /week/parking space or 200 SF of pier	\$36.75	
Crab Pot Storage: Per Add 'l Day	\$10.00 /day/space or 200 SF of pier*	\$10.50	*Harbormaster approval required
Cleat Installation	\$200.00 minimum	\$210.00	
Towing: Inner-Harbor at Slip Licensee Request	\$150.00	\$157.50	
Towing: Tow Rescued Vessel to Harbor	\$250.00 minimum for 2 hours max	\$262.50	
Citation Signoff	\$15.00	\$15.75	
Launch Area Rinse/Flush	\$2.25 /5-minutes	\$2.36	
Charter Fee: Small (6 Pak)	\$119 x passenger capacity/12-month*	\$124.95	
Charter Fee: Medium (7-48 Pak)	\$119 x 2 x passenger capacity/12-month*	\$124.95	
Charter Fee: Large (49+ Pak)	\$2.00 /per passenger (base fee may apply)*	\$2.10	*Fees for guidance only. Charter approvals & fees are set by Port Commission.
Charter Application Fee	\$250.00 + deposit, if required	\$262.50	
Liveboard Monthly Per Person Fee	<del>\$100.00</del> \$135.00 /month	\$105.00	
Liveboard Monthly Variable Fee	30% of slip fees		
Liveboard Application Fee	\$250.00	\$262.50	
Unattended Electrical Use: 30 AMP	<del>\$35.00</del> \$38.00 /month	\$36.75	
Unattended Electrical Use: 50 AMP	<del>\$50.00</del> \$54.00 /month	\$56.70	
Partnership Fee: 3-Partners/2-Partners/1-Partner	15.00%/10.00%/5.00% of slip rent*		*Fee structure to be reviewed with FY23 budget
Electronic Key Fob: First 3	\$20.00 /each	\$21.00	*Approved partnerships eligible for first 4 at \$20/fob.
Electronic Key Fob: Add 'l Over 3	\$80.00 /each	\$84.00	
Sublease Fee: South Harbor	30% of slip fees		
Sublease Fee: North Harbor	15% of slip fees		
Waiting List Fee	<del>\$100.00</del> \$120.00 /year	\$105.00	
Waiting List Bypass Fee: South Harbor	\$6,000.00 + 1.5 x slip*	\$6,300.00	*Applicable to business use only
Waiting List Bypass Fee: North Harbor	\$2,000.00 + 1.5 x slip*	\$2,100.00	
Slip Leave Option Fee	<del>\$250.00</del> \$300.00 /year	\$262.50	
Encroachment Permit Fee	\$150.00	\$157.50	
Landside Tenant Key Copy	\$5.00 /each	\$5.25	Memorialize item on fee schedule
<b>BOATYARD - HAULOUT RATE*</b>			
Monohull: 2-Strap	\$13.00 / ft., \$300.00 minimum	\$13.65	
Monohull: 4-Strap	\$16.00 / ft., \$300.00 minimum	\$16.80	
Multihull: 2-Strap	\$16.00 / ft., \$350.00 minimum	\$16.80	
Multihull: 4-Strap	\$19.00 / ft., \$350.00 minimum	\$19.95	*Haulout rate includes 2-strap haul, high pressure wash, and shoring. Haulout and launch day not charged as lay days. Excessive marine growth subject to additional fee.
<b>BOATYARD - HOLD IN STRAPS / SURVEY HAUL</b>			
Haul, Hang, and Relaunch ONLY	\$12.00 / ft., \$275.00 minimum, 1-hour maximum	\$12.60	
Additional Time Charge	\$250.00 / hour charged in ¼ hour increments	\$262.50	
High Pressure Wash	\$1.50 / ft. add 1. charge	\$1.58	
<b>BOATYARD - ONE-WAY HAUL</b>			
Haul and Load onto Trailer	\$16.00 / ft., \$300.00 minimum, 1-hour maximum	\$16.80	
Offload from Trailer and Launch	\$16.00 / ft., \$300.00 minimum, 1-hour maximum	\$16.80	
High Pressure Wash	\$1.50 / ft. add 1. charge	\$1.58	
<b>BOATYARD - LAY DAYS / YARD DAYS*</b>			
Haul and Launch Days	No charge		
Days 1-14	\$1.50 / ft. / day	\$1.58	
Days 15-30	\$2.00 / ft. / day	\$2.10	
Days 31+	\$5.00 / ft. / day	\$5.25	
Mast / Engine Storage	<del>\$15.00</del> \$18.00 /day, subject to availability	\$15.75	*Fee applies to vessels trailered in on per space basis. No free days for delays in ordering parts, hiring contractors, etc.
<b>BOATYARD - WET SLIPS</b>			
Wet Slips	See Visitor Berthing Rates		
<b>BOATYARD - MISCELLANEOUS FEES</b>			
Environmental Surcharge	<del>\$6.00</del> \$7.00 /day	\$6.30	
Hazardous Materials Disposal Fee*	<del>\$20.00</del> \$30.00	\$21.00	*Small quantities of paint, solvents, & used oil only - large quantities of hazardous materials to be disposed of by vessel owner or contractor.
Uninsured Vessel Fee	\$10.00 / day	\$10.50	
Travelift and Crew*	<del>\$250.00</del> \$275.00 /hour, <del>\$250.00</del> \$275.00 minimum	\$262.50	*add 1. time charged in ¼ hour increments
Staff Services-	<del>\$65.00 /hour</del>		Relocated to Staff Services
Interior Bay Rental	\$50.00 /day, as scheduled by boatyard personnel	\$52.50	
Contractor Registration Fee	\$250.00 (non-refundable)	\$262.50	
Contractor Renewal Fee	<del>\$150.00</del> \$200.00 / yr.	\$131.25	
Pressure Wash for Trailerable Vessel - Self Service	\$2.00 /ft., \$50.00 minimum	\$2.10	
Pressure Wash for Trailerable Vessel - Full Service	\$4.00 /ft., \$100.00 minimum	\$4.20	

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
February 2023

Date	Doc #	Vendor	Description	Amount
2/10/2023	57929	Ace Portable Services	Portable Toilet Rental	\$ 329.34
2/10/2023	57930	Bay Plumbing Supply, Inc.	Concession Lot Restroom Faucets	\$ 293.02
2/10/2023	57931	Big Creek	Hammer Drill Bit, Lag Screws, Nut Setter, Eye Bolts	\$ 158.25
2/10/2023	57932	Cale America, Inc.	Monthly Service	\$ 846.16
2/10/2023	57933	Carpi & Clay	Washington Representation	\$ 800.00
2/10/2023	57934	Central Coast Systems	Quarterly Fire Alarm Monitoring	\$ 210.00
2/10/2023	57935	Citi Cards	Breakroom Supplies	\$ 193.91
2/10/2023	57936	Comcast	Business Television	\$ 29.41
2/10/2023	57937	Complete Mailing Service	Statement Mailing & Postage	\$ 809.15
2/10/2023	57938	Core & Main LP	10" Dredge Pipe Flange Adapter	\$ 481.96
2/10/2023	57939	County Specialty Gases	Welding Gas	\$ 105.09
2/10/2023	57940	Creative Services of New England	Junior Deputy Harbormaster Stickers	\$ 298.95
2/10/2023	57941	Crow's Nest Restaurant	1/2 Concession Lot Garbage, Trash Compactor Repair (Tenant Reimbursable)	\$ 5,574.05
2/10/2023	57942	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 63.50
2/10/2023	57943	California Society of Municipal Finance Officers	Annual Membership	\$ 50.00
2/10/2023	57944	Dredging Supply Company, Inc.	Annual DredgeRx Subscription	\$ 600.00
2/10/2023	57945	Elevator Service Company	Monthly Service	\$ 470.00
2/10/2023	57946	Ewing Irrigation Products, Inc.	Weed Control, Tubing, Fittings	\$ 290.54
2/10/2023	57947	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 638.53
2/10/2023	57948	Frog Environmental	Boatyard Storm Drain Filter Socks	\$ 1,199.70
2/10/2023	57949	Garda CL West, Inc.	Deposit Courier Service	\$ 543.71
2/10/2023	57950	Grainger	Disposable Gloves, Light Bulbs	\$ 168.60
2/10/2023	57951	Gsolutionz	Telephone System Support	\$ 240.95
2/10/2023	57952	Henderson Marine Supply, Inc.	Dock Bumper Rail	\$ 2,518.95
2/10/2023	57953	Hider, Travis	Security Deposit Refund	\$ 393.60
2/10/2023	57954	Holm, Tom	Security Deposit Refund	\$ 98.70
2/10/2023	57955	Home Depot Credit Services	Paint Sprayer Nozzle, Drain Snake, Conduit, Hole Saw	\$ 400.27
2/10/2023	57956	Hose Shop	Pressure Washer Hose, Fuel Dock Hose & Coupling	\$ 412.23
2/10/2023	57957	Jada Broadcasting	Military Salute	\$ 539.00
2/10/2023	57958	John Haynes	Expense Reimbursement: Patrol Vehicle Tire Repair	\$ 25.00
2/10/2023	57959	Kingdom, Kyle	Training Expense Reimbursement: PC832 Firearms	\$ 426.22
2/10/2023	57960	Lawson	Stainless Screws & Washers	\$ 202.91
2/10/2023	57961	Marina Ware	Key Fobs for Sale	\$ 3,572.48
2/10/2023	57962	Matheson, Ana	Citation Overpayment Refund	\$ 40.00
2/10/2023	57963	Matheson Tri-Gas, Inc.	Welding Gas	\$ 134.96
2/10/2023	57964	McMaster-Carr Supply Company	<i>Twin Lakes</i> Pipe Caps	\$ 124.45
2/10/2023	57965	Mid County Auto Supply	Maintenance Vehicle Battery, Brake Cleaner	\$ 224.16
2/10/2023	57966	Mission Uniform Service	Uniform Service	\$ 451.10



Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
February 2023

Date	Doc #	Vendor	Description	Amount
2/10/2023	57967	Moore & Sons Outboard Motors, Inc.	Scout 300 Hour Service	\$ 3,553.84
2/10/2023	57968	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$ 272.00
2/10/2023	57969	Capital One Trade Credit - OSH	Groundskeeping Tool Fuel	\$ 43.59
2/10/2023	57970	Pacific Gas & Electric Company	Utilities	\$ 2,746.44
2/10/2023	57971	Palace Business Solutions	Office Supplies	\$ 67.64
2/10/2023	57972	Peninsula Diesel Inc.	Dauntless Engine Repair Parts	\$ 4,298.09
2/10/2023	57973	Peterson	Dozer Maintenance Parts	\$ 119.23
2/10/2023	57974	Platt	493 Lake Avenue Lift Station Fuses, Screwdriver Set	\$ 1,501.12
2/10/2023	57975	Riverside Lighting & Electric	493 Lake Avenue Lift Station Motor Control, Electrical Fittings, Conduit, Electrical Boxes	\$ 1,060.71
2/10/2023	57976	Rory Stipanovich	Expense Reimbursement: Bench Vise	\$ 1,384.19
2/10/2023	57977	San Lorenzo	Saw Blades, Fuel Dock Lumber, Electrical Box, O-Dock Restroom Shower Door, Door Hinge Template	\$ 825.19
2/10/2023	57978	Santa Cruz Fire Equipment Company	Annual Fire Extinguisher Maintenance	\$ 1,049.00
2/10/2023	57979	SC Fuels	Fuel Dock Gas & Diesel	\$ 31,774.67
2/10/2023	57980	Santa Cruz Municipal Utilities	Utilities	\$ 2,560.82
2/10/2023	57981	Syn-Tech Systems, Inc	Fuel Dock Tech Support	\$ 686.00
2/10/2023	57982	The Greenspan Co.	Consulting Services: Tsunami Insurance Claim	\$ 22,869.88
2/10/2023	57983	Total Secure Technology	E-mail Scanning & Backup	\$ 484.60
2/10/2023	57984	U.S. Bank Equipment Finance	Copier Lease	\$ 151.31
2/10/2023	57985	US Relay	Webcam Service	\$ 484.00
2/10/2023	57986	Verizon Wireless	Cell Phone & Tablet Service	\$ 322.55
2/10/2023	57987	Watsonville Diesel	Annual Bucket Truck Lift Inspection	\$ 200.00
2/10/2023	57988	West Coast Wire Rope	Wire Rigging Rope	\$ 6,990.90
2/10/2023	57989	West Marine Pro	Patrol Boat Cleaning Supplies, VHF Radios	\$ 227.70
2/10/2023	57990	Wex Bank	Service Charges	\$ 6.00
2/22/2023	57991	McDaniel, Mike	Claim Settlement - Vehicle Damage	\$ 5,000.00
2/23/2023	57992	City of Santa Cruz	333 Lake Avenue Permit Fees - Electrical Service Upgrades	\$ 338.41
2/24/2023	57993	ACCO Engineered Systems	2222 East Cliff Drive Quarterly Boiler Maintenance & Cleaning	\$ 875.00
2/24/2023	57994	Allied Universal	Security Patrol	\$ 7,681.05
2/24/2023	57995	AT&T	Telephone	\$ 922.90
2/24/2023	57996	CIT	Telephone System Lease	\$ 323.09
2/24/2023	57997	B AND B Small Engine	Chainsaw Chain & Parts, Loppers	\$ 214.95
2/24/2023	57998	Big Creek	Saw Blades, Wood Glue, Painter's Tape	\$ 34.88
2/24/2023	57999	CAHM & PC	Annual Dues	\$ 350.00
2/24/2023	58000	Comcast	Business Internet	\$ 454.37
2/24/2023	58001	FedEx Office	Shipping	\$ 22.23
2/24/2023	58002	Garda CL West, Inc.	Excess Items Fees	\$ 7.29
2/24/2023	58003	Grainger	Aerosol Duster	\$ 56.48

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
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Date	Doc #	Vendor	Description	Amount
2/24/2023	58004	Hose Shop	Dozer Fuel Filters	\$ 52.36
2/24/2023	58005	Jim Walters	Dozer Rental	\$ 3,547.50
2/24/2023	58006	King's Paint & Paper, Inc.	Boatyard Door Stain, Brushes	\$ 75.85
2/24/2023	58007	Lawson	Hardware	\$ 253.46
2/24/2023	58008	Maitoza, Dennis	Credit Balance Refund	\$ 25.00
2/24/2023	58009	MBS Business Systems	Copier Usage Charges	\$ 381.80
2/24/2023	58010	McDermott, Dick	497 Lake Avenue Installment Payment	\$ 4,535.45
2/24/2023	58011	Mesiti-Miller Engineering, Inc.	Engineering Services: Westside Seawall, Storm Damage Evaluation, 7th & Brommer Design Development, 2222 East Cliff Drive Deck	\$ 6,808.93
2/24/2023	58012	Mid County Auto Supply	Dredge Vehicle Battery, Wheel Bearing Grease, Rags, Patrol Vehicle Key Fob Batteries, <i>Twin Lakes</i> Standby Generator Filter	\$ 255.38
2/24/2023	58013	Mission Uniform Service	Uniform Service	\$ 198.64
2/24/2023	58014	Monterey Bay Analytical Services	Boatyard Stormwater Testing (Qty 4)	\$ 1,513.00
2/24/2023	58015	Mutual of Omaha	Life/LTD/AD&D Insurance	\$ 950.64
2/24/2023	58016	Capital One Trade Credit - OSH	Groundskeeping Tool Fuel, Toilet Parts	\$ 80.07
2/24/2023	58017	Pacific Gas & Electric Company	Utilities	\$ 39,506.59
2/24/2023	58018	Palace Business Solutions	Office Supplies	\$ 172.09
2/24/2023	58019	Peterson	Filter & Oil Analysis Kits	\$ 492.26
2/24/2023	58020	San Lorenzo	Drill Bit & Lubricant	\$ 50.99
2/24/2023	58021	Santa Cruz Tire & Auto Care	Patrol Vehicle Maintenance	\$ 95.55
2/24/2023	58022	Scheidt & Bachmann	Concession Lot Monthly Equipment Warranty	\$ 2,630.74
2/24/2023	58023	Santa Cruz Municipal Utilities	Utilities	\$ 10,843.84
2/24/2023	58024	Staples Credit Plan	Office Supplies	\$ 237.38
2/24/2023	58025	The Greenspan Co.	Consulting Services: Tsunami Insurance Claim	\$ 22,863.02
2/24/2023	58026	The Home Depot Pro Institutional	Janitorial Supplies	\$ 1,664.81
2/24/2023	58027	Total Secure Technology	Technical Support (January - February)	\$ 1,280.00
2/24/2023	58028	TranSystems Corporation	Engineering Services: FF-Dock Redesign (\$54,100 Reimbursable), North Harbor Transformer	\$ 127,472.00
2/24/2023	58029	Triton Construction	Fuel Dock Evaluation & Repair (Storm-Damage)	\$ 1,865.00
2/24/2023	58030	West Marine Pro	Boatyard Retail Items	\$ 73.77
2/24/2023	58031	Wex Bank	Fleet Fuel	\$ 1,981.60
2/24/2023	58032	Allied Administrators for Delta Dental	Dental Insurance	\$ 2,998.53
2/24/2023	58033	Employee #168	Final Pay	\$ 1,901.04
2/3/2023	Various	Various Employees	1/16/23-1/31/23 Payroll	\$ 8,324.19
2/17/2023	Various	Various Employees	2/1/23-2/15/23 Payroll	\$ 10,111.29
2/1/2023	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 649.94
2/1/2023	EFT	Merchant Services	CALE Credit Card Fees	\$ 382.02
2/1/2023	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 489.25
2/1/2023	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,882.75

Santa Cruz Port District  
**Accounts Payable Monthly Check Register**  
February 2023

Date	Doc #	Vendor	Description	Amount
2/1/2023	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 1,814.59
2/1/2023	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 81.41
2/1/2023	EFT	Transaction Express	Online Billpay ACH Fees	\$ 636.73
2/3/2023	EFT	PAYCHEX	1/16/23-1/31/23 Payroll Direct Deposit	\$ 74,003.29
2/3/2023	EFT	PAYCHEX	1/16/23-1/31/23 Payroll Taxes	\$ 34,658.24
2/3/2023	EFT	PAYCHEX	Payroll Service Fees	\$ 405.50
2/3/2023	EFT	Empower Retirement	457 Loan Payments (Payroll Deduction)	\$ 413.35
2/3/2023	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 5,063.67
2/3/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,231.67
2/3/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,558.39
2/3/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,904.72
2/3/2023	EFT	CalPERS	Health Insurance	\$ 50,902.61
2/7/2023	EFT	Comerica Commercial Card Services	WhenIWork Subscription, PC832 Training Textbook, Training Lodging, Office Supplies, Workplace Subscription, Policy Handbook, Boat Hook Poles, Permit Fees, Stormwater Inspector Training, Smog Test, Storm Drain Curb Makers, Shop Towels, Jackhammer, Vehicle Seat Cover, Drum Magnets, Critical Incidents Training, Pepper Spray, Radio Speaker, VHF Antenna, Gloves, 10 Pipe Flange Repair, Coolant, Standby Solenoid Valve, Test Leads, Zoom Subscription, Employee Recognition, Promotional Photography, <i>Dauntless</i> Documentation Renewal	\$ 6,864.74
2/9/2023	EFT	Comerica Bank	Service Charges	\$ 582.61
2/10/2023	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$ 19.08
2/17/2023	EFT	PAYCHEX	2/1/23-2/15/23 Payroll Direct Deposit	\$ 75,364.93
2/17/2023	EFT	PAYCHEX	2/1/23-2/15/23 Payroll Taxes	\$ 35,802.66
2/17/2023	EFT	PAYCHEX	Payroll Service Fees	\$ 355.30
2/17/2023	EFT	Empower Retirement	457 Loan Payments (Payroll Deduction)	\$ 413.35
2/17/2023	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 5,373.11
2/17/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,653.93
2/17/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,613.89
2/17/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 2,919.42
2/20/2023	EFT	PAYCHEX	Time & Attendance Fees	\$ 109.00
<b>Total February 2023 Disbursements</b>				<b>\$ 710,311.89</b>



TO: Port Commission  
FROM: Holland MacLaurie, Port Director  
DATE: March 16, 2023  
SUBJECT: Port Director's Report – March 28, 2023

US Army Corps of Engineers – FY24 Dredge Reimbursement

On Thursday, March 9, 2023, President Biden released his Fiscal Year 2024 Budget Proposal to Congress. The President's Budget (PBUD) recommends \$560,000 for the District's annual dredge reimbursement, which is favorable news. Typically, Corps projects that are listed in the PBUD are reliably included in the House and Senate Energy & Water Appropriations bill for that fiscal year. To round out the process, staff recently submitted FY24 programmatic funding requests to our congressional delegation by the mid-March deadline.

Recovery Efforts – Storm 2023

In response to damages sustained as a result of the recent winter storms, the Port District has submitted its application for state and federal funding assistance. CalOES and FEMA representatives were onsite March 7, 2023, for a preliminary scoping meeting and will be returning on March 29, 2023, for a site inspection.

2023 Salmon Season Update

On March 10, 2023, the Pacific Fishery Management Council announced its determination to close the 2023 ocean and river salmon fisheries in California. The closure is anticipated to have an impact on the District's FY24 budget, as decreased launch and visitor berthing activity is anticipated. Staff will monitor revenues and expenses closely and bring any necessary mid-year adjustments to the Commission for review.

Brigadier General Site Visit

On Monday, March 6, 2023, Brigadier General Antoinette Gant of the US Army Corps of Engineers toured the harbor and reviewed the District's dredge operation. Commissioner Goddard and staff lead an informative visit, which highlighted the successful partnership that exists between the Port District and the Corps.

Claim Settlement

The Port District recently settled the following claim:

- McDaniel – Vehicle damage after being struck by Port District forklift (\$5,000)

Meet the Team – RESCHEDULED

The Port District's Meet the Team event, which was originally scheduled for March 9, 2023, has been rescheduled to Thursday, April 13, 2023. This casual event will allow harbor users and tenants the opportunity to stop by and meet the Port District's management team.

Insurance Update

A pre-renewal meeting with the Port District's insurance broker was originally scheduled for March 14, 2023, but due to ongoing communications with the policy underwriters, the meeting has been delayed to later this month. A 50% premium increase is still anticipated to take effect April 1, 2023.

Business Finance Committee Meeting

The Business Finance Committee will meet on Friday, March 31, 2023, at 12:30 PM to review charter fees and associated public service discounts.

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



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

TO: Port Commission  
FROM: Blake Anderson, Harbormaster  
DATE: March 17, 2023  
SUBJECT: Harbormaster's Report

#### 2023 Salmon Season Closure

On March 10, 2023, the Pacific Fishery Management Council (PFMC) announced the closure of the 2023 commercial and recreational salmon season. The closure affects the entire state and parts of southern Oregon. The determination was made due to low stock abundance of both the Sacramento and Klamath River fall Chinook. The loss of salmon season will represent a significant negative impact on the District, commercial fishers, and the businesses that depend on seasonal salmon fishing.

#### Congressman Panetta Meeting

Staff, along with members of the commercial fishing community, met with Congressman Panetta on February 21, 2023, at the harbor public meeting room. The meeting was an opportunity for members of the fishing community to discuss recent challenges in the Dungeness crab and salmon fisheries and to propose a strategy that could help maintain viability in the central coast fishing industry. Additionally, staff has been in contact with the Congressman's office regarding the 2023 salmon closure and efforts to mitigate financial impacts on the fishing community.

#### Sanctuary Advisory Council (SAC) Meeting

Deputy Harbormaster staff attended the Monterey Bay National Marine Sanctuary (MBNMS) Advisory Council meeting on February 17, 2023, at the USGS Pacific Coastal and Marine Science Center in Santa Cruz. The Sanctuary Advisory Council (SAC) received updates from the Superintendents of MBNMS and Greater Farallones National Marine Sanctuary and new SAC committee members were sworn in. The SAC held votes to take action to support a voluntary shipping vessel speed reduction program in the MBNMS to reduce the lethality of whale strikes. The program will mimic a program currently in place in the Channel Islands National Marine Sanctuary which has proven successful and has been well received by the shipping companies. The SAC also moved to ask that select members of the Research Activity Panel engage with the MBNMS climate vulnerability assessment in Spring of 2023 and engage in a kelp threat assessment which is being conducted by other agencies statewide.

#### Defensive Tactics Instructor

One Deputy Harbormaster completed a two-week Defensive Tactics Instructor training. The POST- certified (CA Commission on Peace Officer Standards of Training) course provides attendees with the knowledge and technical skills to teach Defensive Tactics including the perishable skills of arrest and control, weapon retention, and tactical communication. With this training completed, the District now has two POST-certified perishable skills instructors.

#### Outrigger Santa Cruz Club Annual Meeting

Deputy Harbormaster staff gave a presentation to the Outrigger Santa Cruz (OSC) group at their annual membership meeting on March 3, 2023. Staff and OSC members discussed proper radio use, safety equipment, marine rescue emergencies, safe operation near the dredge, and safe operation near the harbor entrance.

Travelift Inspection

Representatives from Travelift, Inc. were on-site February 24, 2023, to perform an inspection on the machine and provide training to new boatyard staff. Overall, the machine was reported to be in good condition with no pending safety issues and only a few minor maintenance suggestions, which will be handled promptly by boatyard staff.

Fisheries Report

The fisheries report consists of data from two sources: the Department of Fish and Wildlife (DFW) and the 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.

**February 2023 – Total Port Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Dungeness Crab	25,658.65	\$2.17	\$55,716.40

**Total Reported: 25,658.65 lbs. Total Ex-Vessel: \$55,716.40**

Species also landed\* - Rock Crab, Barred Surfperch

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

**February 2023 – Resident Buyer Landings:**

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Dungeness Crab	11,922.65	\$2.75	\$32,787.29
Rock Crab (Various)	1,430.85	\$3.00	\$4,292.55

**Total Reported: 13,353.50 lbs. Total Ex-Vessel: \$37,079.84**



TO: Port Commission  
 FROM: Carl Wulf, Facilities Maintenance & Engineering Manager  
 DATE: March 21, 2023  
 SUBJECT: Facilities Maintenance & Engineering Manager's Report

**Dredging Operations:**

Twin Lakes

The dredge crew has been diligently working to address the entrance channel shoaling. The dredge crew continues to make significant progress despite the frequent winter storms. For the remainder of the season, the crew will address shoaling beyond the jaws of the entrance and along the interior shoulders of the channel. The season is scheduled to conclude on April 30, 2023.

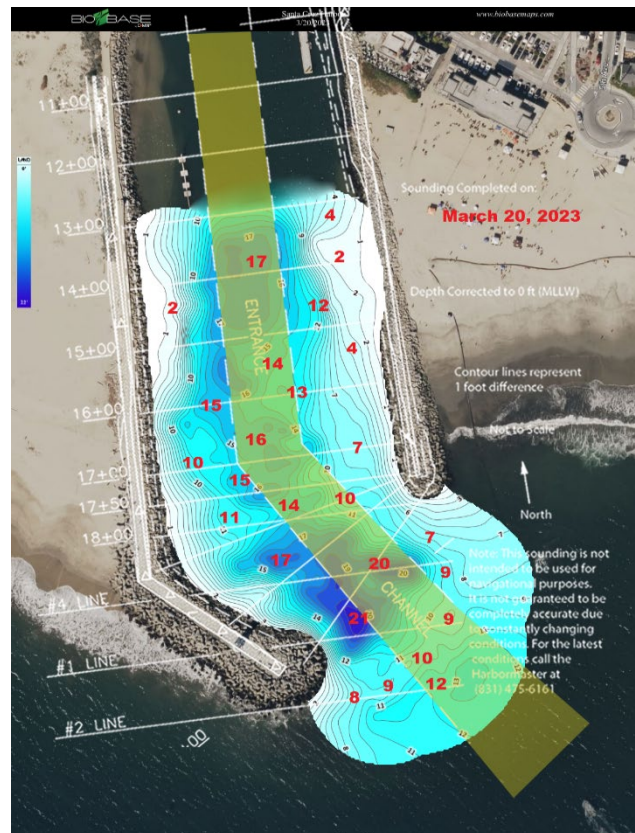
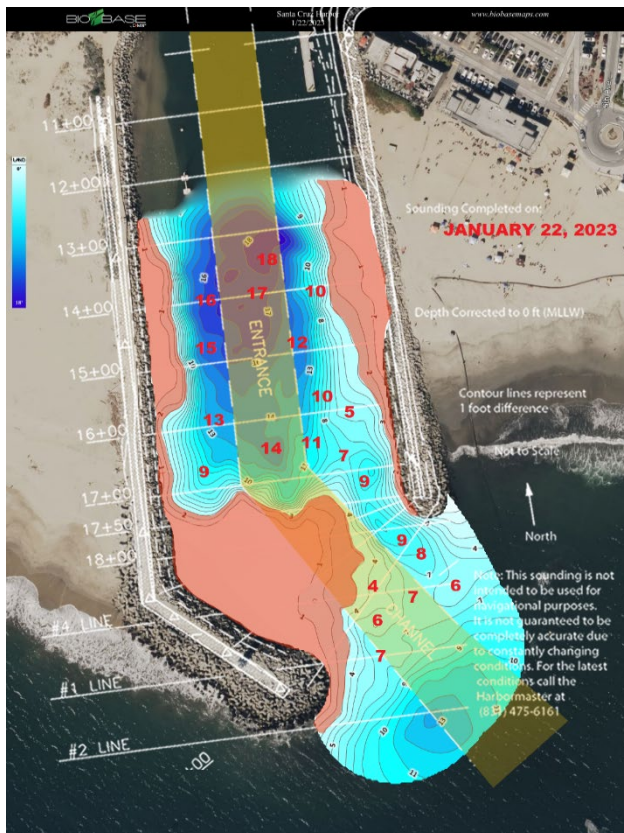
*Twin Lakes* has been operating on 100% renewable diesel fuel since refueling on February 24, 2023, and has not encountered any performance issues. The fuel changeover was required to achieve regulatory compliance with new Air Board requirements, which took effect on January 1, 2023.

Squirt

Crews have been focusing on deepening the northern portion of the fairway (tubes) to address shoaling that resulted from heavy rain that persisted throughout January. Progress has been hampered by debris.

Dauntless

Staff has repaired the turbo and aftercooler on the port side engine of *Dauntless* with the assistance of the Peninsula Diesel technician.



**Maintenance:**

Electrical Service Upgrade Project - 333 Lake Avenue

To date, this electrical project has been delayed due to weather. The project is anticipated to commence within the coming days, weather permitting.

Deck Replacement Project – 2222 East Cliff Drive

Building permits for this project remain pending. Staff has been responsive to plan check comments and we are currently awaiting reply from the City's consultant as to whether additional information will be requested.

Water Leaks

Staff recently repaired two large water leaks. One at the fuel dock and one at U-dock.

FF-Dock & Transformer Relocation Designs

TranSystems is close to submitting final design plans for both the Transformer Project and FF-Dock Project.

MarinaWare Electronic Keypad Upgrade

Staff worked with Eric of MarinaWare on upgrading the software to the electronic keypad gate access system.

Paving Projects

Staff met with Monterey Peninsula Engineering to start planning the ADA improvements in the concession lot and paving repairs near 493 Lake Avenue. Contracts have been sent for signature for each project and work is anticipated to commence once the weather forecast improves.



**Santa Cruz Port District**  
**2023 California Marine Affairs and Navigation Conference (CMANC)**  
**Washington, D.C.**  
**February 27 – March 1, 2023**

**Conference Debrief by Port Director MacLaurie**

Administrative Services Manager Bouchard and I participated in meetings with legislators and legislative staff on behalf of the Port District, and attended the annual CMANC conference in Washington, DC (the conference has been on hiatus since 2020). Regular attendance at the annual meetings and conferences has strengthened the Port District's relationships with key agency staff and legislators who make decisions about program funding and allocations. It also builds strong connections between the various member ports and harbors, large and small, providing an important resource for information sharing and group advocacy.

On Monday, February 27, we participated in meetings exclusively for the benefit of the Port District:

- Julie Minerva, Carpi Clay
- Susan Lucas, South Pacific Division Regional Integration Team Lead
- Julia Harvey, Senior Program Manager, USACE Headquarters
- Liam Burke, Legislative Correspondent, Office of Senator Alex Padilla
- Liz Jacobson, Legislative Assistant, Office of Senator Jimmy Panetta
- Jimmy Panetta, Member of Congress

The focus for these meetings was to discuss the mutually beneficial, successful partnership between the US Army Corps of Engineers (USACE) and the Port District, and the Port District's demonstrated ability to perform maintenance dredging of the federal channel since 1986. We requested that legislators continue to fund the Port District's annual reimbursement request of \$525,000 via the President's Budget or work plan funding. As a result, Congressman Panetta wrote a letter in support of including the District's \$525,000 reimbursement in the President's FY24 budget proposal (letter is included as written correspondence).

A handout detailing the history of the partnership between the Port District and USACE was also distributed and well received (attached).

The current MOA and its upcoming expiration in December 2024 was also discussed with both USACE representatives and Congressman Panetta. The general consensus was that continuation of the MOA is mutually beneficial, so USACE representatives at the South Pacific Division and Corps Headquarters have been alerted that a new agreement will be crossing their desks soon.

On Tuesday, February 28, and Wednesday, March 1, ASM Bouchard and I participated in numerous meetings as members of CMANC. CMANC is a consortium of California harbors, ports and marine interest groups with a mission of maintaining the integrated system of ports and harbors along California's shoreline. Though the needs of California harbors vary greatly, member harbors and ports, large and small, support each other and stress the interdependency of California's maritime system and the important and unique role each plays. CMANC attendees divided up into groups and participated in meetings with legislators, legislative staff and agencies to press for issues important to CMANC.

The CMANC group met with other agency staff members, e.g., the Office of Management and Budget and USACE Director of Civil Works, and a broad range of legislative staff including the House and Senate Energy & Water Appropriations Committee, to reinforce the message that what is good for California ports and harbors is good for the nation's economy.

# Bi-Annual Slip Vacancy Report / Waiting List Statistics 2022

January 1, 2022 to December 31, 2022

Slip Size/Rate Type	Available Spaces*														Total Spaces	% Vacant	# on Wait List	Approx. Years Wait	Total Offers - to 6/30/22	Slips Accepted - to 6/30/22	Average Offers per Accept				
	A	B	C	D	E	F	FF	L	M	N	O	P	Q	R								S	T		
SH 2x																	0	5	0%	7	5	140%	1	1	1.0
SH1.7x																	0	5	0%	2	2	40%	1	1	1.0
SH 60																	0	12	0%	13	13	108%	0	0	0.0
SH 50																	0	32	0%	39	21	122%	4	2	2.0
SH 40			1												1		2	78	3%	84	23	108%	1	1	1.0
SH 30											1					1	142	1%	120	19	85%	1	1	1.0	
SH 24								1	1							2	78	3%	35	6	45%	6	5	1.2	
MULTI															1		1	24	4%	6	3	25%	6	2	3.0
<b>SH Total</b>																<b>6</b>	<b>376</b>	<b>2%</b>	<b>306</b>		<b>81%</b>				
	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>U</b>	<b>V</b>	<b>W</b>	<b>X</b>																	
NH 45																	0	28	0%	33	3	118%	12	4	3.0
NH 40																	0	17	0%	23	6	135%	11	3	3.7
NH 35								2								2	34	6%	51	6	150%	9	2	4.5	
NH 30						1										1	188	1%	120	3	64%	34	14	2.4	
NH 25																0	113	0%	108	3	96%	25	15	1.7	
NH 20		3		1												4	72	6%	38	2	53%	14	4	3.5	
<b>NH Total</b>																<b>7</b>	<b>452</b>	<b>2%</b>	<b>373</b>		<b>83%</b>				
YCDS																0	106	0%	29	4	27%				
Inside Ties																1	41	2%	25	2	61%				
Dory Ties																1	69	1%	29	1	42%				
AA-Dock Racks																0	70	0%	61	2	87%				
U-Dock Racks																1	30	3%	53	2	177%				
J-Dock Racks																0	66	0%	68	0	103%				
Rowing Racks																0	66	0%	45	3	68%				
7th & Brommer																2	82	2%	93	2	113%				
NHDS																0	101	0%	110	3	109%				
Standby																				617					

**Waitlist Totals**

376 SH  
452 NH  
617 Standby  
106 YCDS  

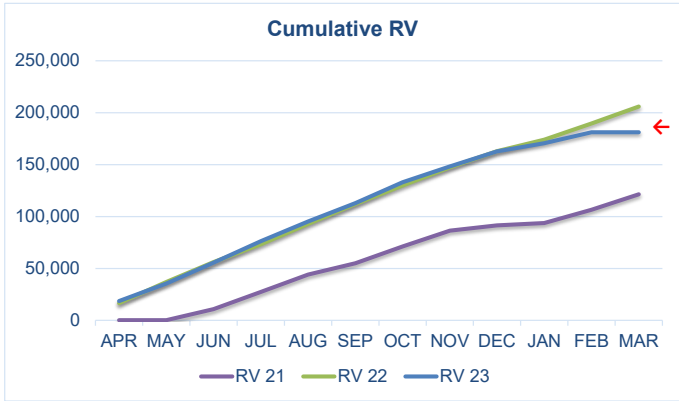
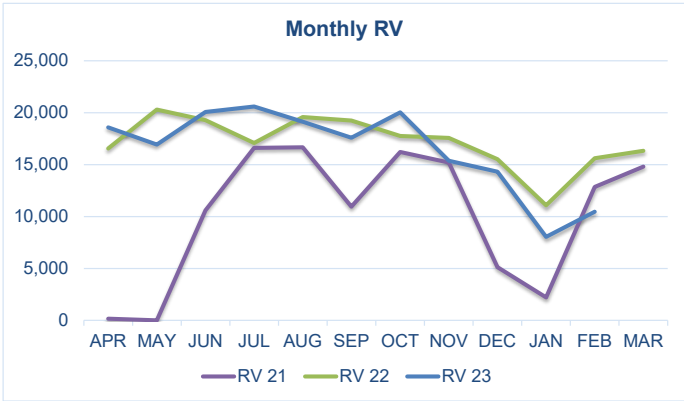
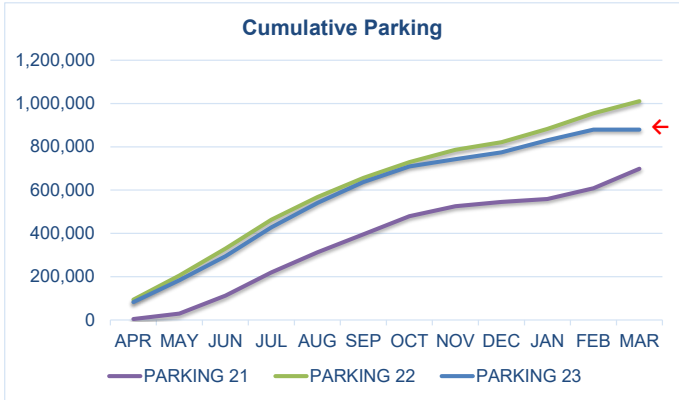
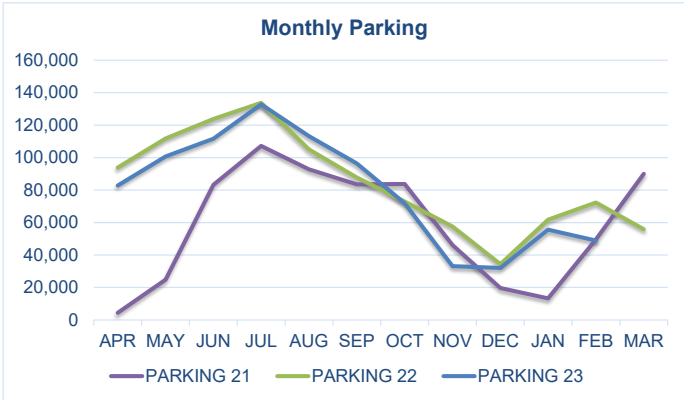
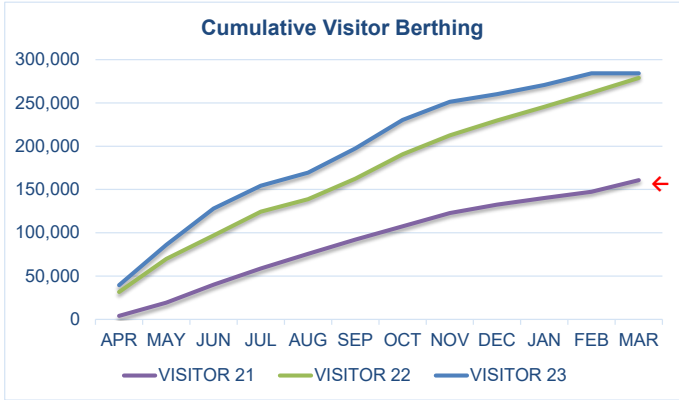
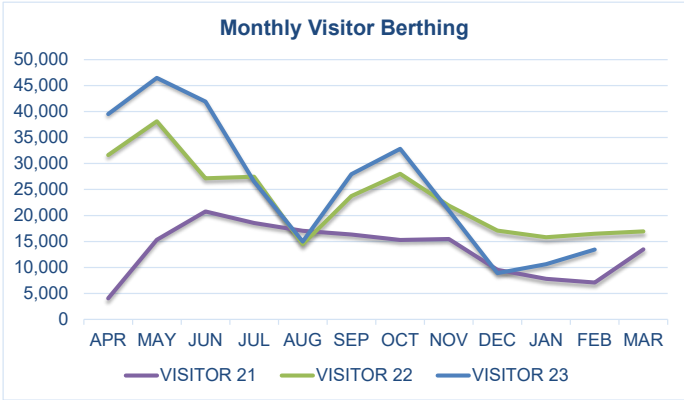
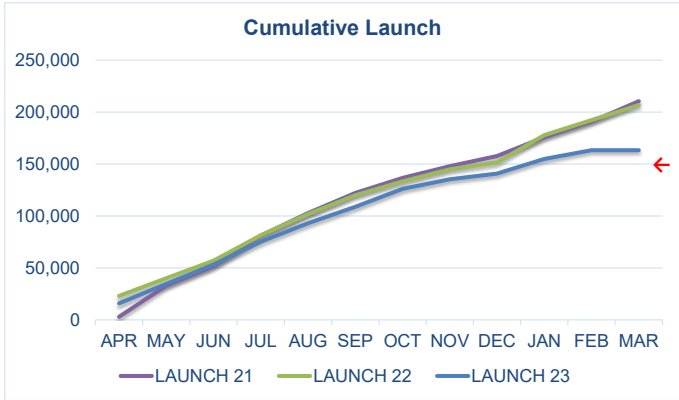
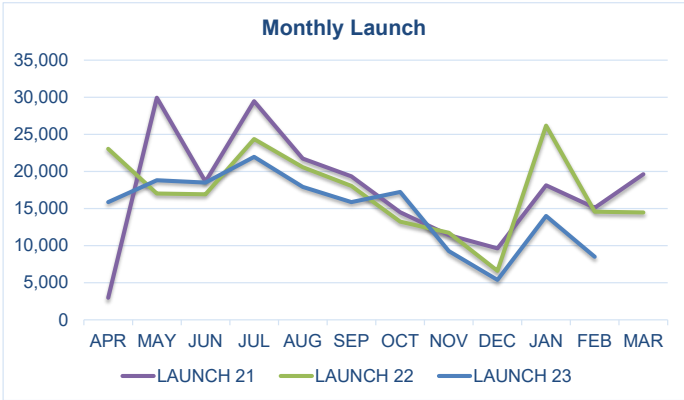

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**1551 TOTAL**

\*vacant slips are currently out to offer

Santa Cruz Port District  
**SEASONAL INCOME**  
 For the Eleven Months Ended February 28, 2023

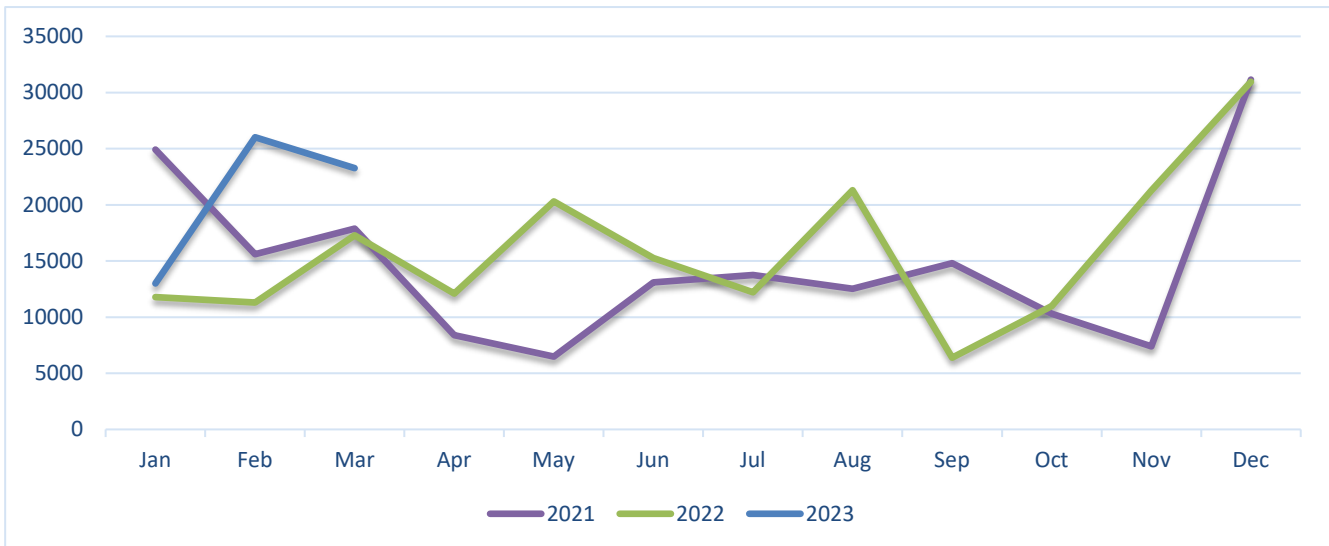
FY23 Budget ←



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

The following accounts have balances 60 days delinquent as of March 17, 2023

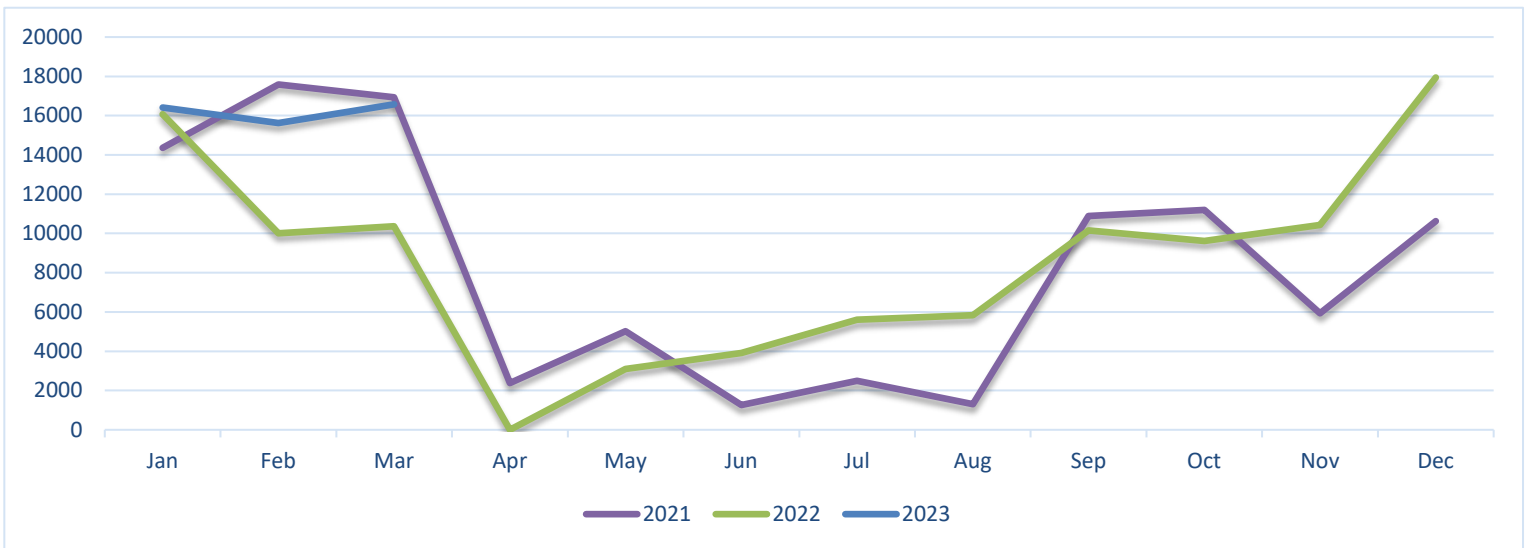
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
58774	2,020.01	2,369.57	40.09	0.00	4,429.67
55885	507.59	500.84	810.43	0.00	1,818.86
57834	513.30	509.30	385.99	0.00	1,408.59
48016	473.85	470.17	414.08	0.00	1,358.10
46436	483.12	606.03	267.13	0.00	1,356.28
2203	448.32	444.86	451.10	0.00	1,344.28
4134	1,066.70	212.52	57.05	0.00	1,336.27
55293	484.13	480.34	59.85	0.00	1,024.32
55602	369.86	367.03	273.22	0.00	1,010.11
48459	422.65	467.58	43.70	0.00	933.93
44666	357.34	354.61	193.19	0.00	905.14
55296	346.75	396.75	124.75	0.00	868.25
55475	360.71	360.65	7.28	0.00	728.64
58897	207.92	205.59	283.58	0.00	697.09
57927	0.00	560.19	88.80	0.00	648.99
47207	151.51	304.98	162.92	0.00	619.41
57511	192.79	191.41	165.04	0.00	549.24
58520	176.98	175.74	146.38	0.00	499.10
56995	154.78	154.55	119.44	0.00	428.77
58308	154.62	154.17	75.25	0.00	384.04
43285	2.71	0.00	350.00	0.00	352.71
57229	86.13	85.63	60.13	0.00	231.89
19079	1.31	0.00	182.53	0.00	183.84
45630	85.63	60.13	0.13	0.00	145.89
<b>Total</b>	<b>\$ 9,068.71</b>	<b>\$ 9,432.64</b>	<b>\$ 4,762.06</b>	<b>\$ -</b>	<b>\$ 23,263.41</b>



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

The following accounts have balances 90 days delinquent or greater as of March 17, 2023

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
58883	949.96	882.97	969.16	782.98	3,585.07		Revoke
57057	781.06	727.84	726.71	749.36	2,984.97	X	Revoke
57024	-	-	-	2,059.21	2,059.21	X	Revoke
56970	518.76	514.75	510.73	481.72	2,025.96		Revoke
42569	38.07	-	40.30	1,607.05	1,685.42		Bad Debt
58910	-	-	100.00	1,112.82	1,212.82		Bad Debt
57117	163.33	162.24	161.14	608.58	1,095.29	X	Revoke
57443	88.14	87.63	88.89	341.90	606.56		Revoke
59180	93.45	92.89	92.33	20.12	298.79		Revoke
58302	-	92.15	91.61	85.10	268.86		Revoke
55583	-	-	-	240.92	240.92		Bad Debt
60093	-	90.55	90.02	52.66	233.23		Bad Debt
59335	-	90.62	90.12	47.52	228.26		Bad Debt
59941	-	-	-	49.50	49.50		Bad Debt
<b>Total</b>	<b>\$ 2,632.77</b>	<b>\$ 2,741.64</b>	<b>\$ 2,961.01</b>	<b>\$ 8,239.44</b>	<b>\$ 16,574.86</b>		





TO: Port Commission  
FROM: Sean Rothwell, Assistant Harbormaster  
DATE: March 1, 2023  
SUBJECT: Harbor Patrol Incident Response Report – February 2023

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

- 2/2/23 Harbor Patrol responded to a vessel in distress in the harbor entrance. Upon arrival, it was determined that the sailboat hit a shoaled area within the entrance, but was able to motor off. Minor damage reported.
- 2/23/23 Harbor Patrol responded to a report of a capsized sailboat in the vicinity of the Santa Cruz Municipal Wharf. Upon arrival, Harbor Patrol performed a search of the area, but no vessel was located. Harbor Patrol cleared the scene and returned to the harbor.
- 2/24/23 Harbor Patrol responded to a vessel in distress outside the harbor entrance. Upon arrival, it was determined that the vessel had lost power and was drifting toward shore. Harbor Patrol towed the vessel to the harbor without incident.

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

- 2/5/23 Harbor Patrol responded to a report of a disturbance in the area of J-dock. Upon arrival, two subjects were contacted and separated.
- 2/15/23 Harbor Patrol took a vehicle accident report after the brakes on one of the District's forklifts failed and rolled backward into a nearby truck. No injuries were reported, but the truck sustained significant damage.
- 2/17/23 Harbor Patrol and Santa Cruz Police responded to a report of a physical altercation onboard a vessel at X-dock. All parties were separated and one subject was cited for violation of Port Ordinance 203 – Tampering with or Boarding Vessels without Permission and Penal Code 242 (battery). The subject was escorted out of the harbor.
- 2/18/23 Harbor Patrol responded to a report of a disturbance in the area of the X-dock parking lot. Upon arrival, Harbor Patrol contacted a subject who was later determined to be a danger to himself. The subject was transported to a psychiatric health facility.
- 2/22/23 Harbor Patrol performed a traffic stop in the north harbor after a driver was observed speeding and driving erratically in the area. The driver was visibly intoxicated and subsequently arrested for driving under the influence. The vehicle was towed from the harbor.

- 2/23/23 Harbor Patrol responded to a report of a disturbance in the area of the T-dock. Upon arrival, Harbor Patrol contacted a subject who was later determined to be a danger to himself. The subject was transported to a psychiatric health facility.
- 2/27/23 Harbor Patrol took a stolen property report after a dock box was reported missing from B-dock. No suspect information.

***Parking Citations:***

February 2023 Parking Citations: 280  
February 2022 Parking Citations: 407

CAPITOL OFFICE  
1021 O STREET, SUITE 8720  
SACRAMENTO, CA 95814  
TEL (916) 651-4017  
FAX (916) 651-4917

MONTEREY DISTRICT OFFICE  
99 PACIFIC STREET, SUITE 575-F  
MONTEREY, CA 93940  
TEL (831) 657-6315  
FAX (831) 657-6320

SAN LUIS OBISPO DISTRICT OFFICE  
1026 PALM STREET, SUITE 201  
SAN LUIS OBISPO, CA 93401  
TEL (805) 549-3784  
FAX (805) 549-3779

SANTA CRUZ DISTRICT OFFICE  
701 OCEAN STREET, SUITE 318A  
SANTA CRUZ, CA 95060  
TEL (831) 425-0401  
FAX (831) 425-5124

SANTA CLARA COUNTY SATELLITE OFFICE  
TEL (408) 847-6101

# California State Senate

SENATOR  
**JOHN LAIRD**

SEVENTEENTH SENATE DISTRICT



COMMITTEES  
BUDGET SUBCOMMITTEE #1  
(EDUCATION)  
CHAIR  
JOINT LEGISLATIVE AUDIT  
VICE CHAIR  
APPROPRIATIONS  
BUDGET & FISCAL REVIEW  
JOINT LEGISLATIVE COMMITTEE  
ON BUDGET  
JUDICIARY  
LABOR, PUBLIC EMPLOYMENT  
& RETIREMENT  
NATURAL RESOURCES & WATER  
RULES  
JOINT LEGISLATIVE  
COMMITTEE ON RULES

23 February 2023

The Honorable Alex Padilla  
United States Senate  
112 Hart Senate Office Building  
Washington, DC 20510

**RE: FY24 Request for Congressionally Directed Spending for Annual Maintenance  
Dredging of Cruz Harbor's Federal Navigation Channel -- \$525,000**

Dear Senator Padilla,

I am writing to request your support for congressionally directed funding for Santa Cruz Harbor's dredging program in FY24 in the amount of \$525,000. I have served the Santa Cruz community for a considerable number of years, as City Councilmember, Mayor, and now as Senator. I also have a background in environmental concerns, having served as California Secretary of Natural Resources Administration, and as an instructor of environmental policy at the University of California, Santa Cruz. Altogether these experiences have given me insight into the needs of local government and how to best alleviate those environmental concerns.

Santa Cruz Harbor is a small craft harbor and federal navigation project on California's Central Coast, constructed by the U.S. Army Corps of Engineers ("USACE") in 1964, and operated by the Santa Cruz Port District in accordance with its federal legislative mandates – industrial fishing, recreation and harbor of refuge. In addition to providing refuge for coastal mariners, Santa Cruz Harbor supports a seasonal presence by the US Coast Guard (USCG), while the Santa Cruz Harbor Patrol provides year round marine search and rescue services in North Monterey Bay. Santa Cruz Harbor Patrol responded to 386 search and rescue calls from 2015 to 2021, and saved 301 lives, functions that simply cannot be performed without a safe and navigable channel in place. Additionally, Santa Cruz Harbor supports commercial operations including commercial fishing, charter and business operations, and provides berthing for several public entities including the California Air National Guard, California Department of Fish and Wildlife, California State Parks and numerous programs that benefit the public.



From 1964 to 1986, annual maintenance dredging of the federal channel was performed by the USACE. In 1986, under an agreement between USACE and the Port District, the Port District began to perform annual maintenance dredging of the federal channel as the non-federal sponsor under a cost sharing agreement. That agreement was renewed in 2015, and provides for annual reimbursement to the Santa Cruz Port District for 35% of the actual cost of dredge operations and maintenance, setting the federal cost share at \$525,000 per year.

I thereby continue to respectfully request your support of congressionally directed funding for Santa Cruz Harbor in the amount of \$525,000, as reflected in my previous letter dated March 29, 2022. I would again like to see this funding be issued as it is critical to maintaining safe and navigable depths in the federal channel at Santa Cruz Harbor and supports a successful partnership between the federal and local government and which promotes public safety, reduces federal costs, promotes economic stability and supports local jobs.

Thank you for your consideration. If you have any questions or concerns feel free to reach out to my office at any time to address this matter.

Sincerely,

A handwritten signature in black ink that reads "John Laird". The signature is written in a cursive style with a large initial "J" and "L".

John Laird  
Senator, District 17

**Congress of the United States**  
**Washington, DC 20515**

March 1, 2023

The Honorable Shalanda Young  
Director  
Office of Management and Budget  
725 17th St., NW  
Washington, DC 20503

Dear Director Young,

I write in support of including the Santa Cruz Port District in President Joe Biden's forthcoming Fiscal Year 2024 budget proposal. For nearly forty years, the Santa Cruz Port District and the U.S. Army Corps of Engineers (USACE) have maintained an innovative partnership to support the critical dredging needs of the federally authorized Santa Cruz Harbor. These funds are critical to maintaining safe and navigable depths in the federal channel at Santa Cruz Harbor.

The Santa Cruz Port District owns and operates its own dredge to maintain the Santa Cruz Harbor. Through a Memoranda of Agreement (MOA) with USACE, the Port is reimbursed roughly 35% of the annual costs to perform Operations and Maintenance dredging, amounting to \$525,000 annually. Because Operations and Maintenance dredging is a federal responsibility and most of the Nation's ports and harbors receive 100% federal funding to meet annual dredging needs, this agreement provides significant cost saving for the federal government.

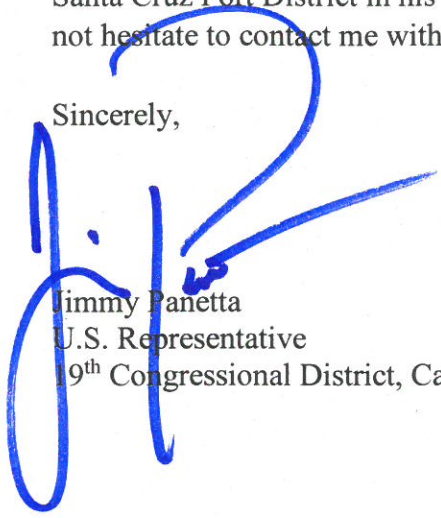
While the federal government has maintained its annual commitment to Santa Cruz's MOA, including this modest amount in the FY24 President's Budget would further recognize this innovative partnership and allow the Port the stability to plan and budget over the course of the year. As a special district, the Port does not receive any tax dollars and instead relies solely on user fees, rent from tenants, and concessionaires.

The importance of the Santa Cruz Harbor to California's 19<sup>th</sup> congressional district cannot be understated. Santa Cruz Harbor is a small craft harbor and federal navigation project on California's Central Coast constructed by USACE in 1964 and operated by the Santa Cruz Port District in accordance with its federal legislative mandates: commercial fishing, recreation, and harbor of refuge. In addition to providing refuge for coastal mariners, Santa Cruz Harbor supports a presence by the US Coast Guard (USCG) which maintains Station Santa Cruz on a seasonal basis. The Santa Cruz Harbor Patrol provides first response search and rescue in North Monterey Bay when Station Santa Cruz is not staffed by the USCG. Santa Cruz Harbor Patrol's Marine Rescue Unit responded to 304 search and rescue calls from 2015 to 2020 and saved 251 lives – functions that simply cannot be performed without a safe and navigable channel in place.

Additionally, Santa Cruz Harbor supports commercial operations including commercial fishing, charter operations, and business operators such as Boat U.S., and provides berthing for several public entities including, but not limited to, the California Air National Guard, California Department of Fish and Wildlife, California State Parks and numerous programs which benefit the public such as O'Neill Sea Odyssey's renowned marine education program, the University of California Santa Cruz sailing program, Santa Cruz Sailing Foundation's youth programs, and the Santa Cruz Sea Scouts.

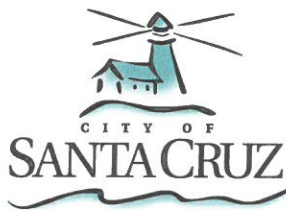
This federal funding ensures not only the continued dredging but also the consistent commercial and recreational use of the Santa Cruz harbor. I look forward to President Biden prioritizing the Santa Cruz Port District in his budget. Thank you to your attention to this request and please do not hesitate to contact me with any questions.

Sincerely,



Jimmy Panetta  
U.S. Representative  
19<sup>th</sup> Congressional District, California

*Thank you for your consideration  
and all of your service!*



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

March 9, 2023

The Honorable Alex Padilla  
112 Hart Senate Office Building  
Washington, DC 20510  
ALSO SENT VIA FACSIMILE: (202) 224-2200

**RE: FY24 REQUEST FOR CONGRESSIONALLY DIRECTED SPENDING FOR THE ANNUAL MAINTENANCE DREDGING OF THE SANTA CRUZ FEDERAL NAVIGATION CHANNEL – \$525,000**

Dear Senator Padilla:

As Mayor of the City of Santa Cruz, I am writing to request your support for Congressionally Directed Spending for the Santa Cruz Harbor's dredging program in FY 24 in the amount of \$525,000.

The Santa Cruz Harbor is a small craft harbor and Federal navigation project on California's Central Coast that was constructed by the U.S. Army Corps of Engineers (USACE) in 1964 and is operated by the Santa Cruz Port District in accordance with its Federal legislative mandates—commercial fishing, recreation, and harbor of refuge.

In addition to providing refuge for coastal mariners, the Santa Cruz Harbor supports a seasonal presence by the U.S. Coast Guard, while the Santa Cruz Harbor Patrol provides year-round marine search and rescue services in North Monterey Bay. The Santa Cruz Harbor Patrol responded to 488 search and rescue calls from 2015–2022 and saved 366 lives, functions that simply cannot be performed without a safe and navigable channel in place and operational.

Additionally, the Santa Cruz Harbor supports commercial operations, including commercial fishing and charter vessel business operations, and provides berthing for several public entities, including, but not limited to, the California Air National Guard, California Department of Fish and Game, and California State Parks, as well as research vessels from Federal and State agencies benefiting the public.

From 1964 to 1986, the annual maintenance dredging of the Federal channel was performed by the USACE. In 1986, under an agreement between USACE and the Santa Cruz Port District, the Santa Cruz Port District began to perform annual maintenance dredging of the Federal channel as the non-Federal sponsor under a cost-sharing agreement. That agreement was renewed in 2015 and provides for annual reimbursement to the Santa Cruz Port District for 35% of the actual cost of dredge operations and maintenance, setting the Federal cost share at \$525,000 per year.

I respectfully request your support for Congressionally Directed Spending for the Santa Cruz Harbor in the amount of \$525,000. This funding is critical to maintaining safe and navigable depths in the Federal channel at the Santa Cruz Harbor and supports a successful partnership between the Federal government and local sponsor that serves the interests of future generations, promotes public safety, reduces Federal costs, promotes economic stability, and supports local jobs and employment. Thank you for your consideration.

Sincerely,

Fred Keeley  
Mayor



# County of Santa Cruz

## BOARD OF SUPERVISORS

701 OCEAN STREET, SUITE 500, SANTA CRUZ, CA 95060-4069  
(831) 454-2200 • FAX: (831) 454-3262 TDD/TTY - Call 711

**MANU KOENIG**  
FIRST DISTRICT

**ZACH FRIEND**  
SECOND DISTRICT

**JUSTIN CUMMINGS**  
THIRD DISTRICT

**FELIPE HERNANDEZ**  
FOURTH DISTRICT

**BRUCE MCPHERSON**  
FIFTH DISTRICT

March 10, 2023

The Honorable Alex Padilla  
112 Hart Senate Office Building  
Washington, DC 20510

**RE: FY24 Request for Congressionally Directed Spending for Annual Maintenance Dredging of the Santa Cruz Harbor's Federal Navigation Channel - \$525,000**

Dear Senator Padilla:

I am writing to request your support for Congressionally Directed Spending for Santa Cruz Harbor's dredging program in FY24 in the amount of \$525,000.

The Santa Cruz Harbor is a small craft harbor and federal navigation project on California's Central Coast that was constructed by the U.S. Army Corps of Engineers (USACE) in 1964 and is operated by the Santa Cruz Port District in accordance with its federal legislative mandates--commercial fishing, recreation, and harbor of refuge.

In addition to providing refuge for coastal mariners, the Santa Cruz Harbor supports a seasonal presence by the U.S. Coast Guard, while the Santa Cruz Harbor Patrol provides year-round marine search and rescue services in North Monterey Bay. Santa Cruz Harbor Patrol responded to 488 search and rescue calls from 2015 to 2022 and saved 366 lives, functions that cannot be performed without a safe and navigable channel in place.

Additionally, the Santa Cruz Harbor supports commercial operations, including commercial fishing and charter business operations. It provides berthing for several public entities, including, but not limited to, the California Air National Guard, California Department of Fish and Wildlife, California State Parks, and numerous programs which benefit the public.

From 1964 to 1986, annual maintenance dredging of the federal channel was performed by the USACE. In 1986, under an agreement between USACE and the Santa Cruz Port

Page 2

RE: FUNDING REQUEST FOR DREDGING OF SANTA CRUZ HARBOR

March 10, 2023

District, the Santa Cruz Port District began to perform annual maintenance dredging of the federal channel as the non-federal sponsor under a cost-sharing agreement. That agreement was renewed in 2015 and provides annual reimbursement to the Santa Cruz Port District for 35% of the actual cost of dredge operations and maintenance, setting the federal cost share at \$525,000 annually.

I respectfully request your support for Congressionally Directed Spending for the Santa Cruz Harbor in the amount of \$525,000. This funding is critical to maintaining safe and navigable depths in the federal channel at the Santa Cruz Harbor and supports a successful partnership between the federal government and local sponsor that serves the interests of future generations, promotes public safety, reduces federal costs, promotes economic stability, and supports local jobs. Thank you for your consideration.

Sincerely,



MANU KOENIG, Supervisor  
First District

MK:cs



March 13, 2023

Governor Gavin Newsom  
1021 O Street, Suite 9000  
Sacramento, CA 95814

Dear Governor Newsom:

On March 10, 2023, the Pacific Fishery Management Council announced its determination to close the 2023 ocean and river salmon fisheries in California based on the low abundance forecast of west coast salmon stock.



While we understand the basis for the determination and support the efforts to recover and restore salmon populations for posterity, action is needed to offset the imminent financial and economic downturn associated with a complete closure of the fishery.

On behalf of California's Central Coast harbors, we urge you to request that Commerce Secretary Raimondo declare a fishery resource disaster under Section 308(d) of the Interjurisdictional Fisheries Act of 1986, and a commercial fishery failure under Section 312(a) of the Magnuson-Stevens Fishery Conservation and Management Act of 1976 (MSA).



As you know, declaring a commercial fishery failure under the MSA will allow Congress to appropriate funds to alleviate the financial hardship caused by the fishery disaster and provide vital economic support to the fishing communities and small businesses affected by the closure.

Salmon fishing is fundamental to each of our coastal communities. The impending closure will not only drastically impact already distressed commercial fishing fleets and fishers, but will extend far beyond to resident fish buyers, gear suppliers, gas stations, retailers, and local ports and harbors along the California coast.



Accordingly, we request that swift action be taken to declare a commercial fishery failure so that critical relief funding may be made available to our fishing communities. Additionally, it is imperative that measures continue to be explored and implemented to ensure the rebound of west coast salmon populations (i.e., increasing hatchery production statewide, increasing smolt trucking to the ocean, and prioritizing the salmon fishery with regard to water management decisions).

Thank you for your attention to this critical matter. We appreciate your anticipated support and are available to assist in anyway if needed.



Chris Tibbe, Harbormaster  
San Mateo County Harbor District

Blake Anderson, Harbormaster  
Santa Cruz Port District

Tommy Razzeca, Harbormaster  
Moss Landing Harbor District

Brian Nelson, Harbormaster  
City of Monterey Harbor

Salvatore "Ted" Schiafone, Harbor Director  
City of Morro Bay Harbor Department

Matt Ashton, Chief Harbor Patrol Officer  
Port San Luis Harbor District



- Cc: Congressman Jimmy Panetta  
Congressman Salud Carbajal  
Congresswoman Anna Eschoo  
Senator Alex Padilla  
Senator Dianne Feinstein
- Senator John Laird  
Senator Josh Becker  
Assemblymember Dawn Addis  
Assemblymember Gail Pellerin  
Assemblymember Marc Berman

# Santa Cruz Port District

## Port Commission Review Calendar / Follow-Up Items 2023-24

### 2023

#### January-March

- ✓ Committee Assignments for 2023
- ✓ Sea Scouts' Biannual Report
- ✓ FY 24 Budget
- ✓ Review 5-year CIP
- Slip Vacancy Biannual Report / Waiting List Statistics
- Form 700 Filing (due by 3/31 each year)
- ✓ Biennial Anti-Harassment/Anti-Discrimination Training
- Crow's Nest Beach Market Rent Review at Option Period Ending 4/30/2023  
*2 (5) year options to extend*
- Intero Real Estate Lease Exp. 5/31/2023  
*1 (5) year option to extend*

#### April-June

- Dredge Report 2022-24

#### July-September

- Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics
- Review of CalPERS Actuarial Valuation Report

#### October-December

- Mid Fiscal Year Review of CIP
- Annual Vessel Use List Review
- Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
- Mid Fiscal Year Review of CIP
- Port Commission Officers for 2024

### Committee Review Items

- Comprehensive Review of Charter Fees and Public Benefit Discount Policy (January – April 2023)

### 2024

#### January-March

- Committee Assignments for 2024
- Sea Scouts' Biannual Report
- FY 25 Budget
- Review 5-year CIP
- Slip Vacancy Biannual Report / Waiting List Statistics
- Form 700 Filing (due by 3/31 each year)

#### April-June

- Café El Palomar Lease Exp. 7/31/2024  
*2 (5) year option to extend / rent review at first or second option period*
- Biennial Update to Conflict-of-Interest Code

#### July-September

- Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- Dredge Report 2023-24
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics
- Review of CalPERS Actuarial Valuation Report

#### October-December

- Mid Fiscal Year Review of CIP
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- Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
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### Future Calendar

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

### Key

- Pending
- In process
- ✓ Done

Updated 3/20/2023  
CommissionReviewCalendar-2023.doc