



AGENDA
SPECIAL MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

December 13, 2018 – 2:30 PM

A. CLOSED SESSION

A closed session will be held immediately prior to the public open meeting, **and will begin at 2:00 p.m.** The public open meeting will begin **at 2:30 p.m., or as soon thereafter as the Closed Session is concluded**, and any action taken during the Closed Session will be reported out at that time.

1. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code §54956.8 regarding (1) North Harbor property lease, (2) Moss Landing Commercial Park Leases.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE – ROLL CALL

Russ Jeffries – President
Tony Leonardini – Vice President
Vince Ferrante – Secretary
Peggy Shirrel – Commissioner
James Goulart - Commissioner

Linda G. McIntyre – General Manager
Mike Rodriquez – District Counsel
Tommy Razzeca – Assistant General Manager
Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

The President will use this opportunity to inform the public of issues affecting the District and other items of a general nature not otherwise provided for on this agenda.

D. PUBLIC COMMENTS

Members of the general public may address the Board of Harbor Commissioners regarding any item that is not on the Agenda. The President may limit the total amount of time of testimony.

E. CONSENT CALENDAR

1. Approval of the October 24, 2018 Regular Meeting Minutes.
2. Adopt Resolution 18-17 Declaring 1995 Ford Ranger Surplus Property and Authorizing Disposal

F. FINANCIAL REPORT

3. Financial report month ending November, 2018.

G. MANAGERS' REPORTS

The General Manager & Assistant General Manager will make oral or written reports. The Board may take action as deemed necessary. The Managers may present additional reports but the Board may not take action on any item not on this Agenda.

4. Projects Status/Update
5. Community Relations; Requests/Issues
6. Summary of Permits Issued
7. Meeting Announcements
8. Liveaboard Report
9. Slip Income Report
10. Incident Report

H. COMMITTEE REPORTS

11. Finance Committee – Ferrante/Goulart
12. Elkhorn Slough Advisory Committee – Leonardini
13. Special Districts – Jeffries/Ferrante
14. Budget Committee – Leonardini/Shirrel
15. Liveaboard Committee – Goulart/Jeffries

- 16. Harbor Improvement Committee – Shirrel/Goulart
- 17. Real Property Committee I – Jeffries/Leonardini
- 18. Real Property Committee II – Ferrante/Shirrel
- 19. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written.

I. NEW BUSINESS

- 20. ITEM – Consider ratifying expenditure for new truck purchase.
 - a. Staff report
 - b. Public Comment
 - c. Board discussion
 - d. Board action
- 21. ITEM – Consider adopting Resolution No. 18-18 authorizing the General Manager to enter into a Consulting Contract for the Moss Landing Community Plan/Monterey County General Plan Update.
 - a. Staff report
 - b. Public Comment
 - c. Board discussion
 - d. Board action

J. SPECIAL PUBLIC HEARING

Public Hearing – Appeal by Marc Colman/Monterey Bay Hydrobikes of the decision of the General Manager to terminate his Facilities Use Permit.

- a. Staff report
- b. Appellant Comments
- c. Public Comments
- c. Board discussion
- d. Board action

K. COMMISSIONERS COMMENTS AND CONCERNS

Commissioners may address items of concern at this time, and may request that items be placed on future agendas in accordance with the By-laws of the Board.

L. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for January 23, 2019 at 7:00 PM at the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals requiring special accommodations should contact the Assistant General Manager, Tommy Razzeca at Razzeca@mosslandingharbor.dst.ca.us or at 831.633.2461 no less than 72 hours prior to the meeting or if a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and/or by contacting the District at 831.633.5417 or Mcintyre@mosslandingharbor.dst.ca.us or on the District's website at www.mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



MINUTES
REGULAR MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

October 24, 2018

A. CLOSED SESSION

A closed session was not held because there were no Closed Session items pending.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE – ROLL CALL

The open session was called to order at 7:00 pm. After the Pledge of Allegiance roll was called:

Commissioners Present:

Russ Jeffries – President
Tony Leonardini – Vice President
Vince Ferrante – Secretary
Peggy Shirrel – Commissioner
James Goulart - Commissioner

Staff Present:

Linda G. McIntyre – General Manager
Mike Rodriguez – District Counsel
Tommy Razzeca – Assistant General Manager
Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

President Jeffries announced that the Board met in closed session and no decisions were made; direction was given to the General Manager and the District Counsel.

D. PUBLIC COMMENTS

None.

E. CONSENT CALENDAR

1. Approval of the September 26, 2018 Regular Meeting Minutes. A Motion was made by Commissioner Leonardini, seconded by Commissioner Goulart, to approve the September 26, 2018 Minutes. The motion passed on a roll call vote, all ayes with the exception of Commissioner Ferrante who abstained.

F. SPECIAL PRESENTATIONS

a. Mr. Ryan Jolley of the firm Bryant L. Jolley CPA's presented the highlights of the FYE June 30, 2018 audited financial statement with a brief summary. Mr. Jolley stated that no deficiencies or material weaknesses were found during the audit and that the Districts books and records were found to be in accordance with generally accepted accounting principles. As in the past, it was a clean audit and he thanked staff for providing assistance during the audit.

b. Maureen Wruck, a consultant gave a presentation of a new technical process by which water can be purified without brine. They are providing the information to the RWQCB, the State Resources Agency, Monterey County and Monterey One Water regarding the process. People's Moss Landing project is interested in it.

G. FINANCIAL REPORT

2. Financial report month ending September 30, 2018. GM McIntyre gave the highlights. A Motion was made by Commissioner Ferrante, seconded by Commissioner Shirrel, to accept the Financial Report. The motion passed unanimously on a roll call vote.

H. MANAGERS' REPORTS

The General Manager & Assistant General Manager made the following reports:

4. Projects Status/Update – written report/no questions

5. Community Relations; Requests/Issues – Commissioner Ferrante congratulated GM McIntyre for receiving the “Harbor Master of the year” award during the 2018 California Harbor Masters and Port Captains conference.
6. Summary of Permits Issued – written report/no questions
7. Meeting Announcements – written reports/no questions
8. Liveaboard Report – written report/no questions
9. Slip Income Report – written report/no questions
10. Incident Report – Commissioner Goulart asked about how staff responds to disturbances within the Harbor. AGM Razzeca explained that operations staff always handles with caution and contacts law enforcement whenever necessary.

I. COMMITTEE REPORTS

11. Finance Committee – Ferrante/Goulart – No meeting
12. Elkhorn Slough Advisory Committee – Leonardini – No meeting
13. Special Districts – Jeffries/Ferrante – President Jeffries reported on the recent SDAMC meeting attended by he, Vince Ferrante, Peggy Shirrel and GM McIntyre where a presentation was given by the Registrar of Voters. Assemblyman Mark Stone was also a speaker.
14. Budget Committee – Leonardini/Shirrel – No meeting
15. Liveaboard Committee – Goulart/Jeffries – No meeting
16. Harbor Improvement Committee – Shirrel/Goulart – No meeting
17. Real Property Committee I – Jeffries/Leonardini – No meeting
18. Real Property Committee II – Ferrante/Shirrel – Later in Agenda
19. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). President Jeffries reported that he attended two MLCP meetings. Commissioner Ferrante reported that he attended the CSDA annual conference.

J. NEW BUSINESS

20. ITEM – Consider approving an Amendment to the Deep Water Desal, LLC Lease at the Cannery Building.
 - a. Staff report – GM McIntyre gave the report
 - b. Public Comment – None
 - c. Board discussion – None
 - d. Board action – A motion was made by Commissioner Goulart, seconded by Commissioner Shirrel to approve the Amendment to the Deep Water Desal, LLC lease extending the term by 2 years at the Cannery Building. The motion passed unanimously on a roll call vote.
21. ITEM – Consider authorizing the General Manager to execute a Grant of Easement and related documents to Monterey County relating to the Monterey Bay Sanctuary Scenic Trail. .
 - a. Staff report – GM McIntyre gave the report
 - b. Public Comment – None
 - c. Board discussion – Commissioner Shirrel mentioned that there may be a concern of safety regarding Hwy 1 traffic near the walking trail. GM McIntyre explained that it is a separate path not subject to exposure to traffic.
 - d. Board action – A motion was made by Commissioner Ferrante, Seconded by Commissioner Shirrel to authorize the General Manager to execute the agreement for Grant of Easement and related documents to Monterey County relating to the Monterey Bay Sanctuary Scenic trail after confirming they have acquired all the properties down to Moss Landing Road as stated in Resolution 18-16, and subject to review and approval by District Counsel. The motion passed unanimously on a roll-call vote.
22. ITEM – Consider adopting Ordinance No. 204 relating to passenger vessel fees
 - a. Staff report – GM McIntyre/Commissioner Ferrante gave the report
 - b. Public Comment – None

c. Board discussion – Commissioner Ferrante noted some information and requests that were provided by various passenger vessel operators during the meeting when he, Commissioner Shirrel and staff met with them.

d. Board action – A motion was made by Commissioner Goulart, Seconded by Commissioner Shirrel to adopt Ordinance No. 204 relating to passenger vessel fees. The motion passed unanimously on a roll-call vote.

K. COMMISSIONERS COMMENTS AND CONCERNS

None.

L. ADJOURNMENT

The meeting was adjourned at 8:45pm

Respectfully submitted,

ATTEST:

Vincent Ferrante, Secretary
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of harbor Commissioners

RESOLUTION 18-17

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT

DECLARING 1995 FORD RANGER VEHICLE SURPLUS PROPERTY AND AUTHORIZING THE GENERAL MANAGER TO DISPOSE OF SAME

* * * * *

WHEREAS, the Moss Landing Harbor District owns a 1995 Ford Ranger pick-up truck motor vehicle, Vehicle I.D. Number 1FTCR10A5TUB94314, four cylinder manual transmission with 139,006.0 miles on the odometer, and

WHEREAS, said used vehicle was purchased for District use in or about the year 2001 and is now in poor condition, and

WHEREAS, the Moss Landing Harbor District has replaced the above vehicle with a newer pick-up truck for use by Harbor District employees in carrying out their duties, and

WHEREAS, the District no longer needs the 1995 Ford Ranger pick-up described above and the cost of repairs would exceed the value of the truck; therefore the same should be declared surplus property, and

WHEREAS, the customary disposition of surplus property is to dispose of the same in the most appropriate manner, such as by sale to an outside party, donation or demolition for scrap value.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Harbor Commissioners hereby declares the 1995 Ford Ranger pick-up truck motor vehicle bearing Vehicle I.D. Number 1FTCR10A5TUB94314 as surplus property and authorizes and directs the General Manager to dispose of the same in a manner she deems appropriate and to execute such documents as may be necessary to transfer title and release such property.

CERTIFICATION

Resolution 18-17 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a regular meeting of the Board held on the 13th day of December, 2018, a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District
Balance Sheet
As of October 31, 2018

ASSETS

Current Assets

Checking/Savings

	Oct 31, 18	Oct 31, 17	\$ Change	% Change
1002 · Petty Cash	500	500		
1009 · Union - Operating	47,890	114,940	-67,050	-58%
1010 · Union - M.M.	3,705,819	3,999,922	-294,103	-7%
1011 · Union - Payroll	42,878	35,590	7,288	20%
1015 · 1st Capital Bank	1,549,055	1,545,961	3,094	0%
1018 · Union Bank- Trust Account	247,173	322,049	-74,876	-23%
1020 · Umpqua - Restricted	1,011,635	1,010,119	1,516	0%
Total Checking/Savings	6,604,950	7,029,081	-424,131	-6%

Accounts Receivable

11290 · Leases

1282 · NNN Receivable	64,032	55,000	9,032	16%
Total 11290 · Leases	64,032	55,000	9,032	16%

1200 · Marina Receivables	102,968	88,031	14,937	17%
1201 · Marina - Allow for Bad Debt	-33,500	-37,423	3,923	10%

Total Accounts Receivable	133,500	105,608	27,892	26%
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Other Current Assets

1210 · Grants Receivable		573,712	-573,712	-100%
1271 · Prepaid Expenses				
1270 · Insurance	24,016	16,726	7,290	44%
Total 1271 · Prepaid Expenses	24,016	16,726	7,290	44%

Total Other Current Assets	24,016	590,438	-566,422	-96%
Total Current Assets	6,762,466	7,725,127	-962,661	-12%

Fixed Assets

1650 · Construction in Progress	2,350,423	765,451	1,584,972	207%
1670 · Equipment	790,611	779,968	10,643	1%

1700 · Improvements

1710 · NH Buildings & Improvements	7,871,280	7,868,580	2,700	
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,281,705	8,281,705		
1740 · SH Floating Docks	9,369,077	9,369,077		

Total 1700 · Improvements	26,678,955	26,676,255	2,700	
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1800 · Less - Depreciation

1805 · Equipment	-776,598	-771,665	-4,933	-1%
1810 · NH Buildings & Improvements	-3,848,763	-3,594,198	-254,565	-7%
1820 · NH Floating Docks	-513,104	-501,415	-11,689	-2%
1825 · NH Offsite Improvements	-460,709	-441,919	-18,790	-4%
1830 · SH Buildings & Improvements	-8,062,780	-5,863,690	-199,090	-3%
1840 · SH Floating Docks	-5,738,572	-5,318,160	-420,412	-8%

Total 1800 · Less - Depreciation	-17,400,526	-16,491,047	-909,479	-6%
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1900 · Land	1,642,860	1,642,860		
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Total Fixed Assets	14,062,323	13,373,487	688,836	5%
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Moss Landing Harbor District
Balance Sheet
As of October 31, 2018

	<u>Oct 31, 18</u>	<u>Oct 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
Other Assets				
1320 - Workers Comp Deposit	200	200		
1530 - Principal Financial CS	7,389	7,389		
Total Other Assets	7,589	7,589		
TOTAL ASSETS	<u>20,832,378</u>	<u>21,106,203</u>	<u>-273,825</u>	<u>-1%</u>

Moss Landing Harbor District
Balance Sheet
As of October 31, 2018

	<u>Oct 31, 18</u>	<u>Oct 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 - Accounts Payable	426,905	114,936	311,969	271%
Total Accounts Payable	<u>426,905</u>	<u>114,936</u>	<u>311,969</u>	<u>271%</u>
Other Current Liabilities				
2013 - Accrued Expenses	106,021	33,811	72,210	214%
2020 - Accrued Salaries Payable	10,863	12,123	-1,260	-10%
2021 - Accrued Vacation	90,718	88,372	2,346	3%
2023 - Accrued Payroll Taxes	6,543	4,677	1,866	40%
2030 - Customer Deposits	303,990	301,028	2,962	1%
2051 - Note Interest Payable				
2062 - Umpqua Accrued Interest	24,400	27,080	-2,680	-10%
Total 2051 - Note Interest Payable	<u>24,400</u>	<u>27,080</u>	<u>-2,680</u>	<u>-10%</u>
2080 - Prepaid Berth Fees	156,128	166,965	-10,837	-6%
2082 - MLCP Cost Reimb. Deposit	1,379	88,701	-87,322	-98%
2086 - Prepaid Leases				
20861 - Duke	33,645	32,591	1,054	3%
20862 - MBARI	9,640	11,590	-1,950	-17%
Total 2086 - Prepaid Leases	<u>43,285</u>	<u>44,181</u>	<u>-896</u>	<u>-2%</u>
2087 - Lease Deposits	14,797	14,164	633	4%
Total Other Current Liabilities	<u>758,124</u>	<u>781,102</u>	<u>-22,978</u>	<u>-3%</u>
Total Current Liabilities	<u>1,185,029</u>	<u>896,038</u>	<u>288,991</u>	<u>32%</u>
Long Term Liabilities				
2605 - Umpqua Loan	3,298,374	3,677,571	-379,197	-10%
Total Long Term Liabilities	<u>3,298,374</u>	<u>3,677,571</u>	<u>-379,197</u>	<u>-10%</u>
Total Liabilities	<u>4,483,403</u>	<u>4,573,609</u>	<u>-90,206</u>	<u>-2%</u>
Equity				
3020 - Retained Net Assets	6,456,231	6,456,231		
3050 - Prior Year Earnings	10,752,657	9,986,555	766,102	8%
Net Income	-859,911	89,809	-949,720	-1,057%
Total Equity	<u>16,348,977</u>	<u>16,532,595</u>	<u>-183,618</u>	<u>-1%</u>
TOTAL LIABILITIES & EQUITY	<u><u>20,832,380</u></u>	<u><u>21,106,204</u></u>	<u><u>-273,824</u></u>	<u><u>-1%</u></u>

Moss Landing Harbor District
Statement of Cash Flows
July through October 2018

Jul - Oct 18

OPERATING ACTIVITIES	
Net Income	-859,911
Adjustments to reconcile Net Income	
to net cash provided by operations:	
11290 · Leases:1291 · Monterey Bay Kayak	13,381
1200 · Marina Receivables	-11,845
1201 · Marina - Allow for Bad Debt	8,500
11290 · Leases:BioMineral Lease	2,192
11290 · Leases:1262 · Running Stream	871
11290 · Leases:1282 · NNN Receivable	2,317
1271 · Prepaid Expenses:1270 · Insurance	-24,016
1800 · Less - Depreciation:1805 · Equipment	6,800
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	86,331
1800 · Less - Depreciation:1820 · NH Floating Docks	4,012
1800 · Less - Depreciation:1825 · NH Offsite Improvements	9,794
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	69,593
1800 · Less - Depreciation:1840 · SH Floating Docks	138,133
2010 · Accounts Payable	124,150
2020 · Accrued Salaries Payable	3,713
2023 · Accrued Payroll Taxes	5,938
2030 · Customer Deposits	-2,699
2080 · Prepaid Berth Fees	6,955
2086 · Prepaid Leases:20861 · Duke	-22,423
2086 · Prepaid Leases:20862 · MBARI	-9,249
2013 · Accrued Expenses	-11,315
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-19,270
2082 · MLCP Cost Reimb. Deposit	25,801
Net cash provided by Operating Activities	-452,247
FINANCING ACTIVITIES	
2605 · Umpqua Loan	-379,197
Net cash provided by Financing Activities	-379,197
Net cash increase for period	-831,444
Cash at beginning of period	7,436,394
Cash at end of period	6,604,950

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July through October 2018

	<u>Jul - Oct 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	549,238	564,904	-15,666	97%
4112 · Qtrly/Annual Discount	-483	-1,005	522	48%
4113 · Commercial Vessel Dscnt	-4,771	-4,000	-771	119%
4114 · Away (1 mnth) Dscnt	-364	-495	131	74%
4115 · Temporary Berthing	88,937	81,707	7,230	109%
4120 · Liveaboard Fees	41,300	39,000	2,300	106%
4130 · Transient Berthing	11,035	12,333	-1,298	89%
4140 · Non Operable Surcharge		150	-150	
4220 · Wait List	2,050	3,000	-950	68%
4260 · Towing - Intra Harbor	150		150	100%
4270 · Pumpouts		200	-200	
4280 · Late Fees	13,387	10,000	3,387	134%
4282 · Recovered Lien Costs	1,260	250	1,010	504%
Total 4100 · Berthing Income	701,739	706,044	-4,305	99%
4200 · Other Income - Operations				
4225 · Merchandise	41	100	-59	41%
4230 · SH Parking	50,288	49,000	1,288	103%
4285 · Dog Fee	400	500	-100	80%
4290 · Misc	426	500	-74	85%
Total 4200 · Other Income - Operations	51,155	50,100	1,055	102%
Total 4000 · MARINA REVENUES	752,894	756,144	-3,250	100%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July through October 2018

Expense	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	338	2,000	-1,662	17%
5210 · Dues & Subscriptions	1,545	4,000	-2,455	39%
5220 · Office Supplies				
5223 · Administration	983	1,794	-811	55%
5225 · Operations	7,038	3,071	3,967	229%
Total 5220 · Office Supplies	8,021	4,865	3,156	165%
5230 · Postage & Equip Lease				
5232 · Meter Lease	259	176	83	147%
5235 · Postage		429	-429	
Total 5230 · Postage & Equip Lease	259	605	-346	43%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	1,105	1,051	54	105%
Total 5240 · Copier Lease & Supplies	1,105	1,051	54	105%
5250 · Telephone & Communications				
5253 · Administration	3,999	3,180	819	126%
5255 · Operations	283	338	-55	84%
Total 5250 · Telephone & Communications	4,282	3,518	764	122%
5260 · Professional Services				
5262 · Accounting	14,188	17,333	-3,145	82%
5265 · Legal	22,088	33,333	-11,245	66%
5268 · Computer Consulting		431	-431	
5269 · Payroll Processing	1,023	981	42	104%
Total 5260 · Professional Services	37,299	52,078	-14,779	72%
5290 · Credit Card Fees	4,752	5,212	-460	91%
5921 · Internet Billing Service	691	584	107	118%
Total 5200 · General & Administrative	58,292	73,913	-15,621	79%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	90,900	104,519	-13,619	87%
5315 · Operations	47,818	48,993	-1,175	98%
5318 · Maintenance	33,698	43,548	-9,850	77%
Total 5310 · Salaries	172,416	197,060	-24,644	87%
5330 · Payroll Taxes				
5333 · Administration	6,769	7,996	-1,227	85%
5335 · Operations	3,658	3,748	-90	98%
5338 · Maintenance	2,578	3,331	-753	77%
Total 5330 · Payroll Taxes	13,005	15,075	-2,070	86%
5340 · Employee Benefits				
5342 · Vehicle Allowance		1,600	-1,600	
5343 · Administration	20,486	28,578	-8,092	72%
5345 · Operations	353		353	100%
5348 · Maintenance	10,705	19,659	-8,954	54%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July through October 2018

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
Total 5340 · Employee Benefits	31,544	49,837	-18,293	63%
5350 · Workers Compensation				
5353 · Administration	1,100	1,207	-107	91%
5355 · Operations	2,161	2,734	-573	79%
5358 · Maintenance	2,990	3,333	-343	90%
Total 5350 · Workers Compensation	6,251	7,274	-1,023	86%
5360 · Education & Training				
5363 · Administration	1,225		1,225	100%
Total 5360 · Education & Training	1,225		1,225	100%
Total 5300 · Personnel	224,441	269,246	-44,805	83%
5400 · Insurance				
5410 · Liability Insurance	41,381	41,933	-552	99%
Total 5400 · Insurance	41,381	41,933	-552	99%
5500 · Utilities				
5510 · Garbage	17,580	17,667	-87	100%
5520 · Gas and Electric	68,685	70,000	-1,315	98%
5530 · Water	9,444	10,667	-1,223	89%
5540 · Sewer	16,855	13,333	3,522	126%
Total 5500 · Utilities	112,564	111,667	897	101%
5600 · Operating Supplies				
5610 · Vehicles	2,718	3,100	-382	88%
5625 · Operations	6,882	6,900	-18	100%
Total 5600 · Operating Supplies	9,600	10,000	-400	96%
5700 · Depreciation	157,332	157,500	-168	100%
5800 · Repairs & Maintenance				
5810 · Vehicles		200	-200	
5830 · Equip Rental	1,155	2,487	-1,332	46%
5850 · Repair Materials	12,206	27,313	-15,107	45%
5860 · Outside Service Contracts	17,956	23,333	-5,377	77%
5870 · Derelict Disposal	14,256	10,000	4,256	143%
Total 5800 · Repairs & Maintenance	45,573	63,333	-17,760	72%
5900 · Financial Expenses				
5920 · Bank Service Charges	2,611	1,667	944	157%
5990 · Bad Debt	8,500	6,667	1,833	127%
Total 5900 · Financial Expenses	11,111	8,334	2,777	133%
Total · MARINA EXPENSES	660,294	735,926	-75,632	90%
Net Ordinary Income - Marina Operations	92,600	20,218	72,382	458%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July through October 2018

	<u>Jul - Oct 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
4400 - LEASE AND OTHER INCOME				
4050 - Trust Lands Lease Revenue				
4051 - Dynegy Outfall	22,423	22,423		100%
4053 - MBARI	9,249	9,249		100%
Total 4050 - Trust Lands Lease Revenue	<u>31,672</u>	<u>31,672</u>		<u>100%</u>
4500 - Leases				
4502 - Cannery Building				
4517 - Suite 2	10,716	10,716	0	100%
4504 - Suite 3	28,710	29,636	-926	97%
4511 - Suite 1 & 10	6,029	6,028	1	100%
4515 - Suite 4	28,659	28,660	-1	100%
4518 - Suite 5	8,370	8,224	146	102%
4510 - Suite 6	8,768	8,768	0	100%
4503 - Suite 8	1,500	3,000	-1,500	50%
4520 - Suite 9	2,743		2,743	100%
4523 - Canary NNN	8,271	10,000	-1,729	83%
Total 4502 - Cannery Building	<u>103,766</u>	<u>105,032</u>	<u>-1,266</u>	<u>99%</u>
4530 - RV Lot	10,987	10,988	-1	100%
4540 - Martin & Mason				
4560 - North Harbor				
4562 - Sea Harvest	11,299	9,699	1,600	116%
4568 - Monterey Bay Kayaks	28,546	28,035	511	102%
Total 4560 - North Harbor	<u>39,845</u>	<u>37,734</u>	<u>2,111</u>	<u>106%</u>
Total 4500 - Leases	<u>154,598</u>	<u>153,754</u>	<u>844</u>	<u>101%</u>
4600 - District Property Taxes				
4700 - Other Revenues & Concessions				
4125 - Amenity Fee	94,232	91,667	2,565	103%
4710 - Vending Activities				
4711 - Washer/Dryer	3,908	3,000	908	130%
4712 - Soda		250	-250	
Total 4710 - Vending Activities	<u>3,908</u>	<u>3,250</u>	<u>658</u>	<u>120%</u>
4720 - Dry Storage	19,455	21,333	-1,878	91%
4725 - North Harbor Use Fee	39,406	35,250	4,156	112%
4727 - Key Sales	2,393	2,600	-207	92%
4730 - NH Washdown	400	833	-433	48%
4735 - Camp/RV	200	1,650	-1,450	12%
4751 - Permits	2,896	3,333	-437	87%
4765 - Faxes, Copies & Postage	32	40	-8	80%
Total 4700 - Other Revenues & Concessions	<u>162,922</u>	<u>159,956</u>	<u>2,966</u>	<u>102%</u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July through October 2018

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
4800 · Interest				
4841 · Union Bank Interest	46	83	-37	55%
4843 · First Capital Bank	1,052	500	552	210%
4846 · Umpqua Interest	511	500	11	102%
Total 4800 · Interest	1,609	1,083	526	149%
Total 4400 · LEASE AND OTHER INCOME	350,801	346,465	4,336	101%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	33,136	33,136	0	100%
Total 7100 · Interest Expense	33,136	33,136	0	100%
7200 · Other Financial Expenses				
7221 · CSDA Dues				
7230 · LAFO Administrative Charges	6,160	6,411	-251	96%
Total 7200 · Other Financial Expenses	6,160	6,411	-251	96%
5700 · Depreciation	157,332	157,500	-168	100%
7300 · Commissioner Expenses				
7310 · Election Costs				
7320 · Monthly Stipend	6,500	4,333	2,167	150%
7321 · Employer Payroll Taxes	497	331	166	150%
7330 · Incurred Expenses	684	335	349	204%
Total 7300 · Commissioner Expenses	7,681	4,999	2,682	154%
Total 7000 · LEASE AND OTHER EXPENSES	204,309	202,046	2,263	101%
Net Ordinary Income - Lease & Other Operations	146,492	144,419	2,073	101%
Net Ordinary Income - Combined Operations	239,092	164,637	74,455	145%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July through October 2018

	<u>Jul - Oct 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
8001 - Cost Reimbursements				
8101 - Revenue from reimbursements	3,501	60,000	-56,499	6%
8201 - Reimbursable expenses	-3,501	-60,000	56,499	6%
Total 8001 - Cost Reimbursements				
Total Other Income				
Other Expense				
9000 - CAPITAL PROJECT EXPENSES				
5880 - Dredging	140,634	20,000	120,634	703%
9053 - Dock Maintenance	8,089		8,089	100%
9309 - New NH Building	648,646	1,000,000	-351,354	65%
9310 - NH Hotel	87,493	330,000	-242,507	27%
9440 - NH Shoreline (North)	122,494			
9800 - Dock Replacement	91,650	200,000	-108,350	46%
Total 9000 - CAPITAL PROJECT EXPENSES	1,099,006	1,550,000	-450,994	71%
Total Other Expense	1,099,006	1,550,000	-450,994	71%
Net Other Income	-1,099,006	-1,550,000	450,994	71%
Net Income	<u>-859,914</u>	<u>-1,385,363</u>	<u>525,449</u>	<u>62%</u>

Moss Landing Harbor District
Profit & Loss YTD Comparison
July through October 2018

	<u>Jul - Oct 18</u>	<u>Jul - Oct 17</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	549,238	547,430	1,808	0%
4112 · Qtrly/Annual Discount	-483	-900	417	46%
4113 · Commercial Vessel Dscnt	-4,771	-3,681	-1,090	-30%
4114 · Away (1 mnth) Dscnt	-364	-648	284	44%
4115 · Temporary Berthing	88,937	90,272	-1,335	-1%
4120 · Liveaboard Fees	41,300	40,395	905	2%
4130 · Transient Berthing	11,035	7,531	3,504	47%
4220 · Wait List	2,050	2,675	-625	-23%
4260 · Towing - Intra Harbor	150		150	100%
4270 · Pumpouts				
4280 · Late Fees	13,387	12,770	617	5%
4282 · Recovered Lien Costs	1,260	420	840	200%
Total 4100 · Berthing Income	701,739	696,264	5,475	1%
4200 · Other Income - Operations				
4225 · Merchandise	41	230	-189	-82%
4230 · SH Parking	50,288	67,814	-17,526	-26%
4285 · Dog Fee	400	500	-100	-20%
4290 · Misc	426	5,834	-5,408	-93%
Total 4200 · Other Income - Operations	51,155	74,378	-23,223	-31%
Total 4000 · MARINA REVENUES	752,894	770,642	-17,748	-2%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July through October 2018

Expense	Jul - Oct 18	Jul - Oct 17	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	338	1,691	-1,353	-80%
5210 · Dues & Subscriptions	1,545	3,129	-1,584	-51%
5220 · Office Supplies				
5223 · Administration	983	2,511	-1,528	-61%
5225 · Operations	7,038	4,819	2,219	46%
Total 5220 · Office Supplies	8,021	7,330	691	9%
5230 · Postage & Equip Lease				
5232 · Meter Lease	259	388	-129	-33%
5235 · Postage		1,245	-1,245	-100%
Total 5230 · Postage & Equip Lease	259	1,633	-1,374	-84%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	1,105	1,526	-421	-28%
Total 5240 · Copier Lease & Supplies	1,105	1,526	-421	-28%
5250 · Telephone & Communications				
5253 · Administration	3,999	4,013	-14	-0%
5255 · Operations	283	282	1	0%
Total 5250 · Telephone & Communications	4,282	4,295	-13	-0%
5260 · Professional Services				
5262 · Accounting	14,188	14,536	-348	-2%
5265 · Legal	22,088	32,301	-10,213	-32%
5268 · Computer Consulting		340	-340	-100%
5269 · Payroll Processing	1,023	986	37	4%
Total 5260 · Professional Services	37,299	48,163	-10,864	-23%
5290 · Credit Card Fees	4,752	6,131	-1,379	-22%
5921 · Internet Billing Service	691	622	69	11%
Total 5200 · General & Administrative	58,292	74,520	-16,228	-22%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	90,900	80,025	10,875	14%
5315 · Operations	47,818	43,691	4,127	9%
5318 · Maintenance	33,698	31,601	2,097	7%
Total 5310 · Salaries	172,416	155,317	17,099	11%
5330 · Payroll Taxes				
5333 · Administration	6,769	5,972	797	13%
5335 · Operations	3,658	3,740	-82	-2%
5338 · Maintenance	2,578	2,357	221	9%
Total 5330 · Payroll Taxes	13,005	12,069	936	8%
5340 · Employee Benefits				
5343 · Administration	20,486	22,113	-1,627	-7%
5345 · Operations	353	5,075	-4,722	-93%
5348 · Maintenance	10,705	15,566	-4,861	-31%
Total 5340 · Employee Benefits	31,544	42,754	-11,210	-26%
5350 · Workers Compensation				

Moss Landing Harbor District
Profit & Loss YTD Comparison
July through October 2018

	<u>Jul - Oct 18</u>	<u>Jul - Oct 17</u>	<u>\$ Change</u>	<u>% Change</u>
5353 · Administration	1,100	836	264	32%
5355 · Operations	2,161	2,348	-187	-8%
5358 · Maintenance	2,990	2,668	322	12%
Total 5350 · Workers Compensation	6,251	5,852	399	7%
5360 · Education & Training				
5363 · Administration	1,225		1,225	100%
Total 5360 · Education & Training	1,225		1,225	100%
Total 5300 · Personnel	224,441	215,992	8,449	4%
5400 · Insurance				
5410 · Liability Insurance	41,381	41,590	-209	-1%
Total 5400 · Insurance	41,381	41,590	-209	-1%
5500 · Utilities				
5510 · Garbage	17,580	17,122	458	3%
5520 · Gas and Electric	68,685	60,000	8,685	14%
5530 · Water	9,444	9,680	-236	-2%
5540 · Sewer	16,855	19,187	-2,332	-12%
Total 5500 · Utilities	112,564	105,989	6,575	6%
5600 · Operating Supplies				
5610 · Vehicles	2,718	2,376	342	14%
5625 · Operations	6,882	4,275	2,607	61%
Total 5600 · Operating Supplies	9,600	6,651	2,949	44%
5700 · Depreciation	157,332	157,332		
5800 · Repairs & Maintenance				
5810 · Vehicles		63	-63	-100%
5830 · Equip Rental	1,155	1,132	23	2%
5850 · Repair Materials	12,206	32,725	-20,519	-63%
5860 · Outside Service Contracts	17,956	12,739	5,217	41%
5870 · Derelict Disposal	14,256	100	14,156	14,156%
Total 5800 · Repairs & Maintenance	45,573	46,759	-1,186	-3%
5900 · Financial Expenses				
5920 · Bank Service Charges	2,611	2,594	17	1%
5990 · Bad Debt	8,500	8,500		
Total 5900 · Financial Expenses	11,111	11,094	17	0%
Total · MARINA EXPENSES	660,294	659,927	367	0%
Net Ordinary Income - Marina Operations	92,600	110,715	-18,115	-16%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July through October 2018

	Jul - Oct 18	Jul - Oct 17	\$ Change	% Change
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	22,423	21,728	695	3%
4053 · MBARI	9,249	8,963	286	3%
Total 4050 · Trust Lands Lease Revenue	31,672	30,691	981	3%
4500 · Leases				
4502 · Cannery Building				
4517 · Suite 2	10,716	10,382	334	3%
4504 · Suite 3	28,710	28,710		
4511 · Suite 1 & 10	6,029	5,841	188	3%
4515 · Suite 4	28,659	27,765	894	3%
4518 · Suite 5	8,370	7,967	403	5%
4510 · Suite 6	8,768	8,495	273	3%
4503 · Suite 8	1,500		1,500	100%
4520 · Suite 9	2,743		2,743	100%
4523 · Canary NNN	8,271	11,241	-2,970	-26%
Total 4502 · Cannery Building	103,766	100,401	3,365	3%
4530 · RV Lot	10,987	10,644	343	3%
4560 · North Harbor				
4562 · Sea Harvest	11,299	13,193	-1,894	-14%
4568 · Monterey Bay Kayaks	28,546	5,983	22,563	377%
4572 · Pottery Planet		9,740	-9,740	-100%
Total 4560 · North Harbor	39,845	28,916	10,929	38%
Total 4500 · Leases	154,598	139,961	14,637	10%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	94,232	96,520	-2,288	-2%
4710 · Vending Activities				
4711 · Washer/Dryer	3,908	3,925	-17	-0%
4712 · Soda		163	-163	-100%
Total 4710 · Vending Activities	3,908	4,088	-180	-4%
4720 · Dry Storage	19,455	20,963	-1,508	-7%
4725 · North Harbor Use Fee	39,406	33,644	5,762	17%
4727 · Key Sales	2,393	2,805	-412	-15%
4730 · NH Washdown	400	669	-269	-40%
4735 · Camp/RV	200	1,757	-1,557	-89%
4740 · Equipment Rental				
4751 · Permits	2,896	2,757	139	5%
4765 · Faxes, Copies & Postage	32	5	27	540%
Total 4700 · Other Revenues & Concessions	162,922	163,208	-286	-0%
4800 · Interest				
4841 · Union Bank Interest	46	270	-224	-83%
4843 · First Capital Bank	1,052	1,042	10	1%
4846 · Umpqua Interest	511	510	1	0%
Total 4800 · Interest	1,609	1,822	-213	-12%
Total 4400 · LEASE AND OTHER INCOME	350,801	335,682	15,119	5%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July through October 2018

	Jul - Oct 18	Jul - Oct 17	\$ Change	% Change
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	33,136	36,691	-3,555	-10%
Total 7100 · Interest Expense	<u>33,136</u>	<u>36,691</u>	<u>-3,555</u>	<u>-10%</u>
7200 · Other Financial Expenses				
7230 · LAFO Administrative Charges	6,160	6,411	-251	-4%
Total 7200 · Other Financial Expenses	<u>6,160</u>	<u>6,411</u>	<u>-251</u>	<u>-4%</u>
5700 · Depreciation	<u>157,332</u>	<u>157,332</u>		
7300 · Commissioner Expenses				
7320 · Monthly Stipend	6,500	5,700	800	14%
7321 · Employer Payroll Taxes	497	436	61	14%
7330 · Incurred Expenses	684	505	179	35%
Total 7300 · Commissioner Expenses	<u>7,681</u>	<u>6,641</u>	<u>1,040</u>	<u>16%</u>
Total 7000 · LEASE AND OTHER EXPENSES	<u>204,309</u>	<u>207,075</u>	<u>-2,766</u>	<u>-1%</u>
Net Ordinary Income - Lease & Other Operations	<u>146,492</u>	<u>128,607</u>	<u>17,885</u>	<u>14%</u>
Net Ordinary Income - Combined Operations	<u>239,092</u>	<u>239,322</u>	<u>-230</u>	<u>0%</u>
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	3,501	56,436	-52,935	-94%
8201 · Reimbursable expenses	-3,501	-7,735	4,234	55%
Total 8001 · Cost Reimbursements	<u></u>	<u>48,701</u>	<u>-48,701</u>	<u>-100%</u>
Total Other Income		<u>48,701</u>	<u>-48,701</u>	<u>-100%</u>
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	140,634	67,758	72,876	108%
9053 · Dock Maintenance	8,089	1,893	6,196	327%
9309 · New NH Building	648,646	37,470	611,176	1,631%
9310 · NH Hotel	87,493	2,500	84,993	3,400%
9430 · NH Restoration		74,402	-74,402	-100%
9440 · NH Shoreline (North)	122,494		122,494	100%
9800 · Dock Replacement	91,650	14,190	77,460	546%
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,099,006</u>	<u>198,213</u>	<u>900,793</u>	<u>454%</u>
Total Other Expense	<u>1,099,006</u>	<u>198,213</u>	<u>900,793</u>	<u>454%</u>
Net Other Income	<u>-1,099,006</u>	<u>-149,512</u>	<u>-949,494</u>	<u>-635%</u>
Net Income	<u><u>-859,914</u></u>	<u><u>89,810</u></u>	<u><u>-949,724</u></u>	<u><u>-1,057%</u></u>

Moss Landing Harbor District
A/P Aging Summary
As of October 31, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Airgas	89.93	0.00	0.00	0.00	0.00	89.93
AT&T	168.20	0.00	0.00	0.00	0.00	168.20
Big Creek Lumber	2,273.72	0.00	0.00	0.00	0.00	2,273.72
Blue Shield of California	0.00	-115.73	0.00	0.00	0.00	-115.73
Byte Technology	112.50	0.00	0.00	0.00	0.00	112.50
California Special Districts Association	0.00	-6,740.00	0.00	0.00	0.00	-6,740.00
CalPERS	0.00	-3,907.19	0.00	0.00	0.00	-3,907.19
Central Coast Systems, Inc.	105.00	0.00	0.00	0.00	0.00	105.00
Charles Guggenheim	525.00	0.00	0.00	0.00	0.00	525.00
Cintas	614.15	0.00	0.00	0.00	0.00	614.15
Damm Good Water	136.75	0.00	0.00	0.00	0.00	136.75
David Ensor	0.00	148.50	0.00	0.00	0.00	148.50
Dillbeck & Sons, Inc.	304,169.06	83,191.77	0.00	0.00	0.00	387,360.83
Ernest Wing	535.00	0.00	0.00	0.00	0.00	535.00
Jarvis, Fay, Doporto & Gibson, LLP	5,460.00	0.00	0.00	0.00	0.00	5,460.00
Konica Minolta Premier Finance	0.00	-266.73	0.00	0.00	0.00	-266.73
Linda G. McIntyre	0.00	-400.00	0.00	0.00	0.00	-400.00
Michael Krone	380.00	0.00	0.00	0.00	0.00	380.00
Monterey County Tax Collector	0.00	-2,818.82	0.00	0.00	0.00	-2,818.82
Monterey One Water	0.00	-12,893.28	0.00	0.00	0.00	-12,893.28
Office Team	493.85	0.00	0.00	0.00	0.00	493.85
Pajaro Valley Lock Shop	258.16	0.00	0.00	0.00	0.00	258.16
Pajaro/Sunny Mesa C.S.D.	2,082.73	0.00	0.00	0.00	0.00	2,082.73
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Phil Armstrong	525.00	0.00	0.00	0.00	0.00	525.00
Premium Assignment Corporation	0.00	-12,820.13	0.00	0.00	0.00	-12,820.13
Rabobank	1,361.15	0.00	258.99	0.00	0.00	1,620.14
Sea Engineering, Inc.	582.82	0.00	0.00	0.00	0.00	582.82
Sealaska Engineering & Applied Sciences	7,604.45	70,158.02	0.00	0.00	0.00	77,762.47
Social Vocational Services, Inc.	0.00	-1,073.57	0.00	0.00	0.00	-1,073.57
U.S. Bank	1,622.80	0.00	0.00	0.00	0.00	1,622.80
VALIC	4,494.25	0.00	0.00	0.00	0.00	4,494.25
Verizon Wireless	141.77	0.00	0.00	0.00	0.00	141.77
Vincent Nunes	550.00	0.00	0.00	0.00	0.00	550.00
Vision Service Plan	0.00	-102.78	0.00	0.00	0.00	-102.78
TOTAL	<u><u>334,286.29</u></u>	<u><u>92,360.06</u></u>	<u><u>258.99</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>426,905.34</u></u>

Moss Landing Harbor District

Warrant Listing

As of October 31, 2018

Type	Date	Num	Name	Amount
1009 - Union - Operating				
Bill Pmt -Check	10/08/2018	18362	Abraham Phillips	-525.20
Bill Pmt -Check	10/08/2018	18363	Ambient Air	-987.06
Bill Pmt -Check	10/08/2018	18364	Andrew Corr	-349.50
Bill Pmt -Check	10/08/2018	18365	AT&T	-168.11
Bill Pmt -Check	10/08/2018	18366	Auto Care LifeSaver Towing	-2,068.00
Bill Pmt -Check	10/08/2018	18367	Bayside Oil, Inc.	-295.00
Bill Pmt -Check	10/08/2018	18368	Blue Shield of California	-115.73
Bill Pmt -Check	10/08/2018	18369	Byte Technology	-37.50
Bill Pmt -Check	10/08/2018	18370	California Marine Affairs and Navigation	-1,350.00
Bill Pmt -Check	10/08/2018	18371	CalPERS	-3,907.19
Bill Pmt -Check	10/08/2018	18372	Carmel Marina Corporation	-789.42
Bill Pmt -Check	10/08/2018	18373	Cintas	-489.76
Bill Pmt -Check	10/08/2018	18374	CSI, Inc.	-133.98
Bill Pmt -Check	10/08/2018	18375	David Purcell	-279.00
Bill Pmt -Check	10/08/2018	18376	Eric Tynan	-480.00
Bill Pmt -Check	10/08/2018	18377	Floris Van Steenberg	-379.00
Bill Pmt -Check	10/08/2018	18378	Justin Bradbury	-56.25
Bill Pmt -Check	10/08/2018	18379	Konica Minolta Premier Finance	-266.73
Bill Pmt -Check	10/08/2018	18380	Linda G. McIntyre	-400.00
Bill Pmt -Check	10/08/2018	18381	Mario Iglesias	-480.00
Bill Pmt -Check	10/08/2018	18382	Monterey One Water	-5,215.05
Bill Pmt -Check	10/08/2018	18383	MP Express	-2,908.79
Bill Pmt -Check	10/08/2018	18384	Pajaro/Sunny Mesa C.S.D.	-2,200.72
Bill Pmt -Check	10/08/2018	18385	PG&E	-20,000.00
Bill Pmt -Check	10/08/2018	18386	Pitney Bowes Global Financial Svc LLC	-129.30
Bill Pmt -Check	10/08/2018	18387	Premium Assignment Corporation	-12,820.13
Bill Pmt -Check	10/08/2018	18388	Rabobank	-479.60
Bill Pmt -Check	10/08/2018	18389	Sealaska Engineering & Applied Sciences	-58,637.21
Bill Pmt -Check	10/08/2018	18390	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	10/08/2018	18391	Sunrise Express	-48.75
Bill Pmt -Check	10/08/2018	18392	ThyssenKrupp Elevator - 042	-611.32
Bill Pmt -Check	10/08/2018	18393	U.S. Bank	-561.70
Bill Pmt -Check	10/08/2018	18394	Valero Marketing and Supply Company	-529.78
Bill Pmt -Check	10/08/2018	18395	VALIC	-2,996.17
Bill Pmt -Check	10/08/2018	18396	Veritiv Operating Company	-1,905.24
Bill Pmt -Check	10/08/2018	18397	Vision Service Plan	-102.78
Bill Pmt -Check	10/08/2018	18398	WASH	-202.08
Bill Pmt -Check	10/08/2018	18399	Carmel Marina Corporation	-975.72
Bill Pmt -Check	10/08/2018	18400	Rabobank	-48.30
Bill Pmt -Check	10/08/2018	18401	Carmel Marina Corporation	-2,824.76
Bill Pmt -Check	10/08/2018	18402	Monterey County Tax Collector	-1,673.16
Bill Pmt -Check	10/08/2018	18403	Monterey One Water	-9,570.81
Bill Pmt -Check	10/09/2018	18404	Don Chapin	-87,890.51
Bill Pmt -Check	10/09/2018	18405	Office Team	-333.20

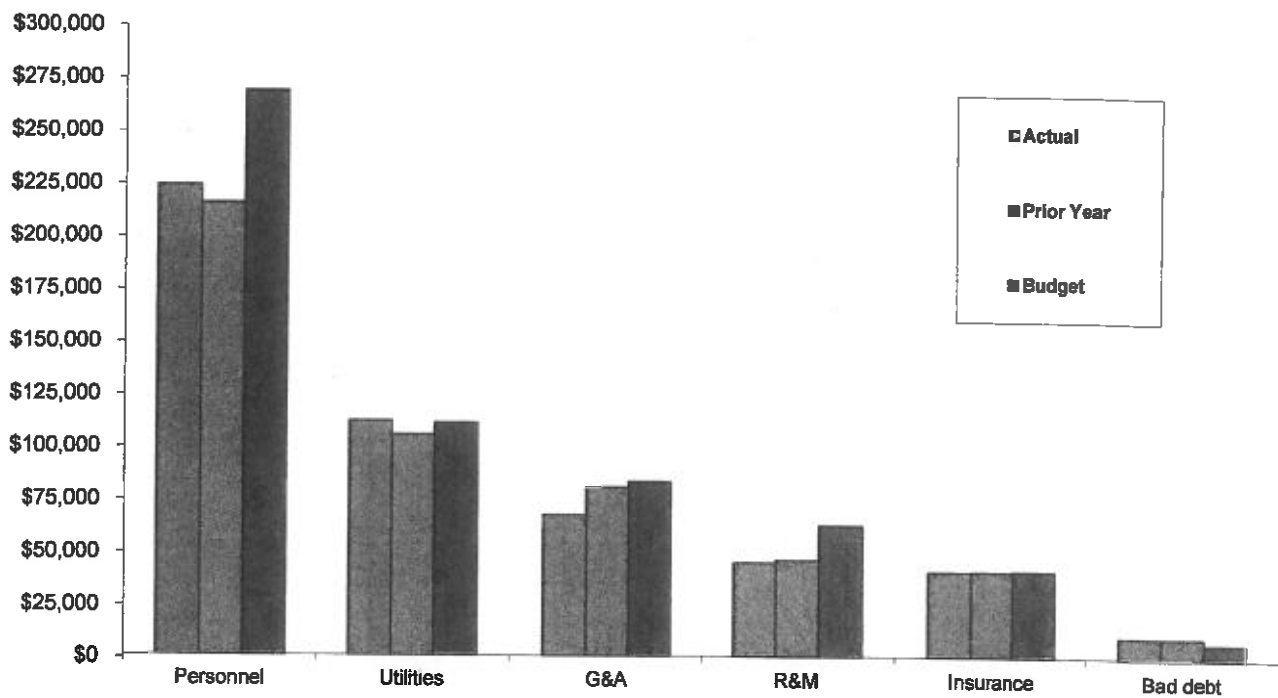
Moss Landing Harbor District

Warrant Listing

As of October 31, 2018

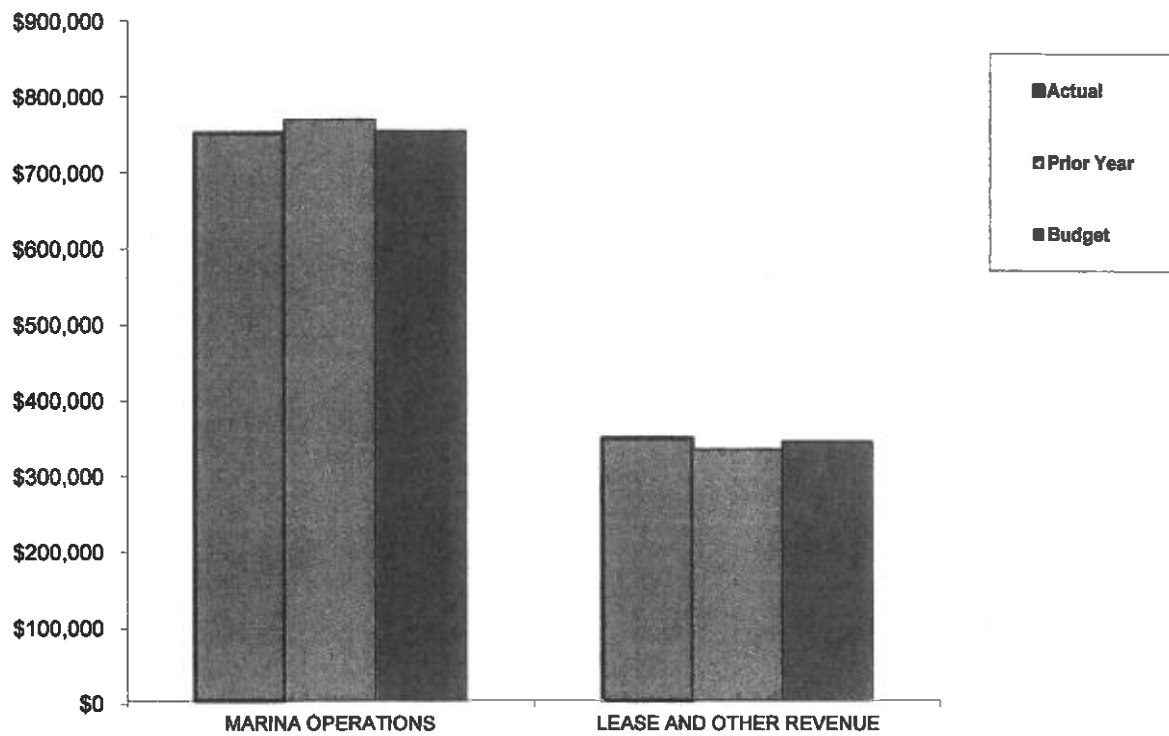
Type	Date	Num	Name	Amount
Bill Pmt -Check	10/12/2018	18406	DMV/Lien Sale Section	-72.00
Bill Pmt -Check	10/12/2018	18407	Monterey One Water	-88.50
Check	10/16/2018	1141	SDRMA	-120.00
Bill Pmt -Check	10/23/2018	18408	Airgas	-87.35
Bill Pmt -Check	10/23/2018	18409	Allen Smith	-457.26
Bill Pmt -Check	10/23/2018	18410	AT&T	-514.81
Bill Pmt -Check	10/23/2018	18411	ATI-Advanced Testing & Inspection, LLC	-4,257.50
Bill Pmt -Check	10/23/2018	18412	California Special Districts Association	-6,740.00
Bill Pmt -Check	10/23/2018	18413	Home Depot	-611.34
Bill Pmt -Check	10/23/2018	18414	Jarvis, Fay, Doporto & Gibson, LLP	-8,950.00
Bill Pmt -Check	10/23/2018	18415	Michael Kronp	-380.00
Bill Pmt -Check	10/23/2018	18416	Monterey County Tax Collector	-927.64
Bill Pmt -Check	10/23/2018	18417	Office Team	-1,106.70
Bill Pmt -Check	10/23/2018	18418	Randall Eldridge	-500.00
Bill Pmt -Check	10/23/2018	18419	Veritiv Operating Company	-69.07
Bill Pmt -Check	10/23/2018	18420	Verizon Wireless	-141.77
Bill Pmt -Check	10/23/2018	18421	Wald, Ruhnke & Dost Architects, LP	-1,757.04
Bill Pmt -Check	10/23/2018	18422	Wendy L. Cumming, CPA	-5,002.50
Bill Pmt -Check	10/23/2018	18423	AT&T	-278.36
Bill Pmt -Check	10/23/2018	18424	Monterey County Tax Collector	-218.02
Bill Pmt -Check	10/26/2018	18425	DMV/Lien Sale Section	-64.00
Check	10/31/2018			-324.18
Total 1009 - Union - Operating				-259,964.12
TOTAL				-259,964.12

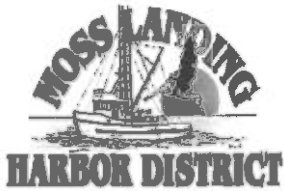
**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
October 31, 2018**



****Expenses Exclude Dredging, Depreciation and Interest Expenses****

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
October 31, 2018**





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Linda G. McIntyre, Esq

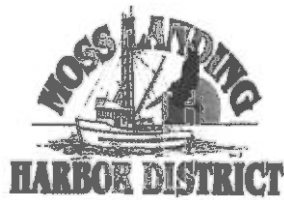
ASSISTANT GENERAL MANAGER
Tommy Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM NUMBER 4 – PROJECT STATUS BOARD MEETING OF DECEMBER 13, 2018

1. Dredge Project: Our dredging permit is on the CCC agenda December 12th at which time staff expects to receive approval of our permit. The following day (December 13th) at our MLHD Board meeting, staff hopes to be providing a verbal update that our permit was approved by the CCC. After approval from the CCC we will await issuance of the permit by the Army Corps of Engineers. Once we have the permit in hand staff and our consultant will begin to produce and publish bid documents, award a dredge contract and schedule our dredge event beginning as quickly as possible.
2. North Harbor Building Project: The project has experienced noticeable progress over the last couple of months. Much of the buildings outer framing and structural steel has been completed. Moving forward, work such as the remaining framing, roofing, windows, doors, electrical/gas connections is expected to take place depending on weather. Staff expects completion of the building in late March or April of 2019.
3. North Harbor Inn Project: The County Permit Fee has been paid and the District has completed and submitted our Geological report. However, because the building plan shows the Inn on 2 separate District owned parcels, the County has recently requested that the District either submit a General Development Plan or complete a lot line adjustment. In an attempt to find the best course of action moving forward District staff and our architect are currently reviewing the 2 options requested by the County along with the possibility of slightly moving the Inn to an area where it would be completely located on a single District owned parcel. Moving the inn location slightly keeping it on a single parcel may help the District avoid having to complete a costly GDP or lot line adjustment but because the review of these options is still in the infancy stage staff does not yet have additional information to provide on the best option.
5. Fisherman's Dorm Project: Suspended.



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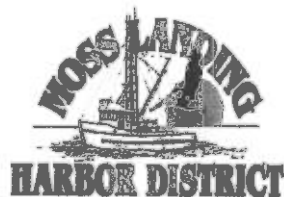
Assistant General manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 5 – COMMUNITY RELATIONS, REQUESTS, ISSUES BOARD MEETING OF DECEMBER 13, 2018

1. FEMA had disallowed some of our dredging expenses from the 2011 Tsunami. Staff appealed their decision. It was denied. Staff appealed again, this time providing statements from our dredge contractors and it was approved in the full amount requested of \$198,559.00.
2. We received a letter from the State Controller that their department is holding unclaimed property belonging to MLHD amounting to \$3,034 from two different banks. Staff is filing claims for the return of this unclaimed property to the District.
3. The District recently obtained a judgment of eviction against 2 unauthorized liveaboards. Staff verbally warns unauthorized liveaboards, then sends a nicely worded letter reminding them of the Liveaboard Permit requirement, and finally files suit for unlawful detainer if they continue to violate our Ordinance. The Sheriff enforced the above-mentioned order of eviction by going to the vessel, serving eviction orders on the defendants and posting the vessel with the Court order. We have filed several such suits in the past and have a 100% success rate in evicting the violators. We plan to file two more such suits in the near future.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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GENERAL MANAGER

HARBORMASTER

Linda G. McIntyre, Esq.

Assistant General Manager

Tommy Razzeca

STAFF REPORT

ITEM NUMBER 7 – MEETING ANNOUNCEMENTS
BOARD MEETING OF DECEMBER 13, 2018

Moss Landing Community Plan Update Community Meetings – Moss Landing Marine Labs

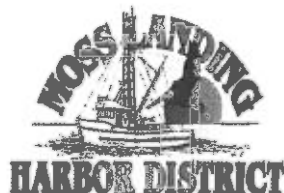
DATE	TIME	TOPICS
January 8th	6PM-8PM	Additional Community Meeting
January 24th	6PM-8PM	Additional Community Meeting

For more information regarding the Moss Landing Community Plan Update, please visit the website <http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma/planning/ordinances-plans-under-development/moss-landing-community-plan>

January 26 & 27 – Old Fisherman's Wharf – 9th Annual Whalefest Monterey presented by the Monterey Fisherman's Wharf Association, 10:00 am to 5 pm each day. For more information contact Montereywharf.com or call 238.0777.

Monterey County Fish and Game Advisory Commission – Meetings are on the 2nd Tuesday of even months. <http://www.co.monterey.ca.us/bcandc/fishgame.html>

Moss Landing Chamber of Commerce Meetings – Second Monday of each month, Moss Landing Harbor District Board Room, 9 a.m.



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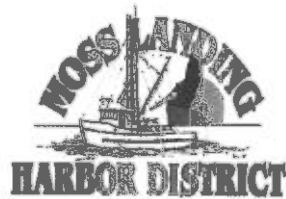
ASSISTANT GENERAL MANAGER
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 6 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF DECEMBER 13, 2018

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2018	Current	Facilities Use	1/01/2019
Monterey Bay Hydrobikes	2/4/2018	Terminated	Facilities Use	
Blue Ocean Whale Watch	2/8/2018	Current	Facilities Use	2/8/2019
Whisper Charters	2/28/2018	Current	Facilities Use	2/28/2019
Kahuna Sportfishing	3/17/2018	Current	Facilities Use	3/17/2019
REI Outdoor School	3/24/2018	Current	Facilities Use	3/24/2019
Fast Raft	3/28/2018	Current	Facilities Use	3/28/2019
MBARI-Otter Studies	4/1/2018	Current	Facilities Use	4/1/2019
Stap-Marine Life Studies	4/15/2018	Expired	Non-Renewed	4/15/2019
Venture Quest Kayaking	5/16/2018	Current	Facilities Use	5/16/2019
Kayak Connection	5/18/2018	Current	Facilities Use	5/18/2019
Secret Harbor Charters	5/24/2018	Pending	Facilities Use	5/24/2019
Sanctuary Cruises	6/7/2018	Current	Facilities Use	6/7/2019
Sea Goddess Whale Watching-Tours	6/10/2018	Current	Facilities Use	6/10/2019
Sea Goddess Whale Watching-Souvenirs	6/10/2018	Current	Peddlers	6/10/2019
MBARI-Slough Test Moorings	6/27/2018	Current	Facilities Use	6/27/2019
Elkhorn Slough Safari - Souvenirs	10/19/2018	Current	Facilities Use	10/19/2019
Elkhorn Slough Safari - Tours	10/19/2018	Current	Peddlers	10/19/2019
Blue Water Ventures	10/31/2018	Current	Facilities Use	10/31/2019
Wild Fish-Vicki Crow	11/20/2017	Pending	Peddlers	11/20/2018

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

STAFF REPORT

**ITEM NUMBER 7 – MEETING ANNOUNCEMENTS
BOARD MEETING OF DECEMBER 13, 2018**

Moss Landing Community Plan Update Community Meetings – Moss Landing Marine Labs

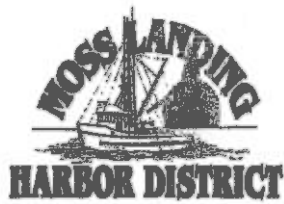
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Assistant General Manager
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STAFF REPORT

ITEM NUMBER 8 - LIVEABOARD REPORT BOARD MEETING OF DECEMBER 13, 2018

Pursuant to Ordinance Code §6.110 D) 1), attached is the report containing the names of all permitted liveaboard vessels and all persons living aboard. The permits for these liveaboards have automatically renewed through the last day of this month. As of this writing, there are no (0) revocation actions pending.

Name

1. Anderson, T.
2. Brenta T.
3. Bohigian, D.
4. Burns, P.
5. Byrnes, K.
6. Callahan, T.
7. Cayuela, R.
8. Michael, McVay
9. Clark, N.
10. Cloer, J./Ajuria M.
11. Chambers, B.
12. Comendant, T.
13. Clark D.
14. Degnan, P.
15. Powers, P
16. Elwell, G.
17. Faneuf, C. Mary Sibert
18. Felicano, J.
19. Graham, D.
20. Harrington, H.
21. Ho, R.
22. Heatley, J.
23. Jerred, D.
24. Groom D
25. Jones, H.
26. Jones, T.
27. Johnson, J. /LaFever M.
28. Kampas, B.

Vessel

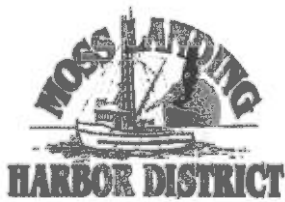
Lanikai CF 4134N
Teri Leigh 936915
Finesse, CF 3764 ET
Trafamadore, CF 9430 GL
Grand Slam, CF 4540 FE
Deb on Air, CF 3174 HA
Rachel Angelet, CF 6969 UB
Gaviota, CF 4863 FP
China Cloud, ON 999772
Laurie, CF 2688 EX
Pyxis, ON 984193
Mariah, CF 9747 GR
Seaside Escape CF 4356 HW
No Name, CF 8344 GT
No Name, CF 0333 EU
Pearl, ON 557575
Ghost Ryder ON 1048498
Takara, CF 3767 AS
Shelter Dog, ON 593068
Isle of View, ON 997142
Carolynn Ann CF 5796 FG
Darla Jean, CF 2303 UN
Westwind, CF8564 GM
Phoenix, CF 5084 GJ
Laetare, CF 5495 YB
Sanity, CF 5249 SC
Aztlan, ON 281903
Tee-Time CF 5670 UY

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

29. Knudson L./Knudson A.
30. Malone, RJ
31. Larke, R.
32. Burnett
33. Maris, T.
34. Guggenheim, Charles
35. Nieman J.
36. Niswonger, R.
37. Nunes, D.
38. Otis, T.
39. Guzman, Francisco
40. Schlegelmilch, William
41. Velaquez A/ Velaquez R
42. Raaphorst, D./Raaphorst M.
43. Reins, D.
44. Rotger, M.
45. Roulet, J.
46. Piro, Daniel
47. Krone, Michael
48. Stegmann, R.
49. Stark, H.
50. Baugh, R.
51. Thomas, B.
52. Tufts, M.
53. Sumne, Aaron
54. Wolinski, Peter
55. Waters, J./Waters, M.
56. *Thomas Samuelson*
57. *Herrick Andrews*
58. Kim Richardson
59. Tony Brenta
60. Bowler, J

Spellbound, ON 082155
Francis w, CF 2017 UZ
Rhiannon, CF 8551 CA
Zinful CF5419 JG
Nimble, CF 3730 KB
Comfiance, ON 971499.
Inia, ON 1074183
Illusion, CF 0836 TA
Auoroa, ON 676686
Blue Moon, CF 1886 GT
Rosie II CF 7754 GG
Bull Dog ON 1219673
Lorraine CF 0533 JL
Spirit, ON 664971
Second Paradise, ON 912484
Raven, ON 241650
Double Eagle, ON 519846
Gulf Star CF 6082 GL
No Name CF 4219 HE
Wild Goose, ON 589319
Outta Here, CF 8370 EA
Yada Yada, CF 7881 GZ
Coho, CF 9974 KK
Enchantress, CF 0878 SX
Bellisima CF 4668 FV
Ramona, ON 1114657
No Name CF 5670 GD
Moonstone CF 5122 GX
Sea Free ON 613387
Sophie CF 0533 JL
Teri Leigh ON 936915
Myrtle Mae, CF 3187 FN

Total Number Vessels: 60
 Total Number Persons: 67
 Pending Applications -0-



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EXECUTIVE
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HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 9 - SLIP INCOME REPORT BOARD MEETING OF DECEMBER 13, 2018

Slip Rates 2018/2019 per linear foot:

Assigned: \$7.90/ft./month
Temporary: \$11.80/ft./month
Transient: \$1.25/ft./day

INCOME

October 2018

\$156,653

October 2017

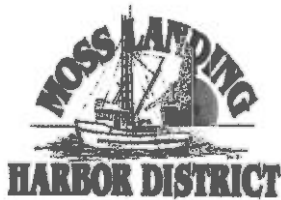
\$151,108

October 2018 Budget

\$163,361

For the month, slip income is below budget by \$6,708, due primarily to lower than anticipated assigned berthing revenue. Slip income is higher than prior year by \$5,545, due to higher assigned berthing revenue.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

**ITEM 10 - INCIDENT REPORT
BOARD MEETING OF DECEMBER 13, 2018**

11/9/18 Harbor staff was informed of a verbal altercation between 3 Harbor tenants at the Moss Landing Storage units where the 3 are also rental unit tenants. One of the 3 involved contacted MCSO; Deputies arrived and spoke to each involved person. Moss Landing Storage management has since moved 1 of the tenants to a storage unit located in another area of the facility in an attempt to avoid future conflict, nothing further to report at this time.

11/14/18 A woman in an RV parked in the South Harbor parking lot and was attempting to use the boater's laundry facility. Staff notified the woman that the facility was for MLHD tenant use only. The woman became argumentative with the staff member who then notified her that that Sheriffs Deputies would be contacted if she did not leave; the woman complied with the staff member's request and left the Harbor in her vehicle.

11/18/18 A Kayaker brought to the Harbor office a bag found floating in the Jetty area of Moss Landing. Staff found 2 boxes believed to contain human remains (ashes) in the bag along with a permit to dispose of the remains at Sea. Staff contacted MCSO; a Deputy arrived at the Harbor office and took possession of the bag and its contents.

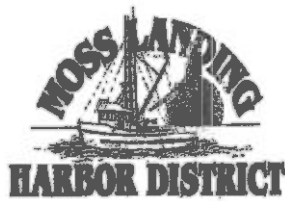
11/30/18 A harbor tenant took his vessel into the bay and lost power, he contacted the Harbor office by VHF radio to report that he was drifting towards shore. Staff was not able to respond to the area to assist due to weather conditions but Coast Guard was notified. Coast Guard was not able to respond before the vessel was beached just south of the MBARI building. No serious injuries occurred during the beaching of the vessel; the vessel was removed from the beach and has since been put back into the slip here in Moss Landing Harbor.

11/30/18 2 persons were taken into custody by Sheriffs Deputies for Trespassing on District Property. MLHD had previously received a court judgment requiring these individuals to vacate the District premises with their vessel. As a result of the vessel owners being taken into custody and in accordance with the judgment, MLHD has taken possession of the vessel and will follow the legal process moving forward. Nothing further to report at this time.

11/30/18 Maintenance Staff found that a concrete pile located at slip B178 has been damaged and is now in need of replacement. The cause of the damage is believed to be related to the rain storm that took place on the morning of November 29 when we had extremely high winds here in the Harbor. Staff is contacting our insurance company and exploring options available for replacement of the broken pile.

No further incidents as of 12/4/18

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EXECUTIVE
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HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 20 – RATIFY EXPENDITURE FOR NEW TRUCK BOARD MEETING OF DECEMBER 13, 2018

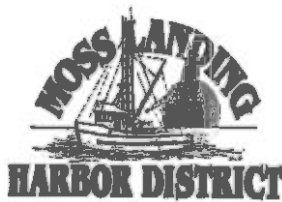
At the March 2018 Board meeting the Board adopted Resolution 18-07 authorizing staff to purchase a new work vehicle for an amount not to exceed \$30,000.00.

Staff searched auto dealerships within a 60 mile radius and found one suitable truck at a cost of \$30,500. The truck is a 2016 white Chevy Colorado 4-door, 4WD with 15,000 miles on the odometer and 2 years remaining on the original warranty. Staff immediately installed seat covers to lengthen the life of the upholstery as long as possible, and had "Moss Landing Harbor District" logos made for the doors.

With sales tax (\$2,370.00!), document preparation, transfer and similar fees, the total cost for the truck was \$33,000.00.

Staff recommends the Board ratify the \$3,000 expenditure above the not-to-exceed amount set forth in Resolution 18-07 by minute motion.

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**EXECUTIVE
GENERAL MANAGER**

**HARBORMASTER
Linda G. McIntyre, Esq.**

STAFF REPORT

ITEM NUMBER 21 – CONSIDER ADOPTING RESOLUTION 18-18 AWARDDING A CONSULTING CONTRACT IN CONNECTION WITH THE MONTEREY COUNTY GENERAL PLAN UPDATE BOARD MEETING OF DECEMBER 13, 2018

The County of Monterey has been engaged in updating the County General Plan for several years and has met several times with the Primary and Alternate Commissioners appointed to represent the Harbor District ("District"), as well as District staff relating to the Moss Landing Community Plan element of the General Plan Update. There are a number of critical items contained in the draft proposed Moss Landing Community Plan which affect the District's future land use rights.

At the request of the District, Marc Del Piero has already reviewed the existing General Plan and compared it to proposed language in an initial Draft General Plan Update. He also drafted a letter for the District's use in alerting County staff to the areas of the Draft General Plan Update of concern to the District.

However, the County is currently providing updated and ongoing proposed language changes which need to be reviewed to identify how the proposed language may affect the District's future plans and, and which need alternative language recommendations that would protect the District's interests.

Marc Del Piero was on the Monterey County Board of Supervisors at the time the existing General Plan was adopted and is familiar with the process and the historical aspects of why certain items were included in the General Plan and has unique institutional knowledge on that subject.

In order to protect the District's future rights it is appropriate to hire a consultant to compare language in the original Moss Landing Community Plan element of the General Plan to that which is being proposed on an ongoing basis, identify how the proposed language may affect the District's future plans and, if appropriate, provide substitute language that would protect the District's interests.

Attached is Resolution 18-18 which includes Exhibit A, a proposed Consulting Services Agreement. Staff recommends that the Board adopted Resolution 18-18 and authorize the General Manager to execute the Consulting Services Agreement.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

RESOLUTION NO. 18-18

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AUTHORIZING A CONTRACT FOR CONSULTING SERVICES REGARDING THE MOSS LANDING COMMUNITY PLAN & THE MONTEREY COUNTY GENERAL PLAN

* * * * *

WHEREAS, the County of Monterey has been engaged in updating the County General Plan for several years and has met several times with the Primary and Alternate Commissioners appointed to represent the Harbor District ("District"), as well as District staff relating to the General Plan Update, and

WHEREAS, there are a number of critical items contained in the draft proposed Moss Landing Community Plan element of the Monterey County General Plan Update which affect the District's future land use rights, and

WHEREAS, the County is currently providing updated and ongoing proposed language which needs to be reviewed to identify how the proposed language may affect the District's future plans and, if appropriate, substitute language that would protect the District's interests, and

WHEREAS, Marc Del Piero was on the Monterey County Board of Supervisors at the time the existing General Plan was adopted and is familiar with the process and the historical aspects of why certain items were included in the General Plan and has unique institutional knowledge in that regard, and

WHEREAS, at the request of the District, Marc Del Piero has already reviewed the existing General Plan and compared it to proposed language in the Draft General Plan Update and drafted a letter for the District's use in alerting County staff to the areas of the Draft General Plan Update of concern to the District; and

WHEREAS, in order to protect the District's future rights it is appropriate to hire a consultant to compare language in the original General Plan to that which is being proposed on an ongoing basis, identify how the proposed language may affect the District's future plans and, if appropriate, provide substitute language that would protect the District's interests, and

WHEREAS, attached as Exhibit A is a proposed Consulting Services Agreement which includes the scope of work for the above described services relating to the Monterey County General Plan Update, and

WHEREAS, payment for these services is anticipated to be paid from the Harbor District's general funds.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Moss Landing Harbor District that the Consulting Services Agreement attached hereto as Exhibit A is hereby approved as to substantial form and content and that the General Manager is authorized to execute the same subject to review and approval by the General Manager and District Counsel.

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized to expend an amount not to exceed \$10,000.00 for payment of the services described in Exhibit A.

CERTIFICATION

Resolution 18-18 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on the 13th day of December, 2018 a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

Exhibit A to Resolution 18-18

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement") for professional services is made on September 19, 2017, between the Moss Landing Harbor District, a subdivision of the State of California and a California Special District ("District"), and Marc Del Piero ("Consultant").

1. Scope of Services. Consultant shall provide to District the professional services described as follows (the "Services"): Review proposed draft wording of the Moss Landing Community Plan as and when proposed wording drafts are published by Monterey County, identify via email directed to MLHD's General Manager and District Counsel proposed County changes that may affect MLHD including (a) the date and item number, (b) potential impacts to MLHD if item is adopted, (c) proposed substitute language alternative(s) for each item of concern; attend meetings at the direction of the General Manager, prepare and send to the General Manager draft letters in Word format to various agencies at the direction of the General Manager, and other related actions as directed by the General Manager.

Only the District's governing body or the General Manager may authorize any change or addition to the Scope of Services specified herein.

2. Term. This Agreement shall become effective on July 1, 2018, and shall terminate upon the full and satisfactory completion of the Services unless terminated sooner in accordance with Section 12 of this Agreement. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, District shall compensate Consultant in the amount of \$250.00 per hour not to exceed \$10,000.00.

5. Payment. Consultant shall submit invoices for services rendered within 30 days of performance of such services. District shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following District receipt and approval of a detailed invoice. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services, and
- 5.5 the amount due for the Services and the basis for calculating the amount due.

6. Independent Contractor. The parties agree that Consultant shall act as an independent contractor under this Agreement and shall have control of its work and the manner in which it is performed. Consultant is not an employee of District and is not entitled to participate in any health, retirement, or similar employee benefits from the District.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in

the state of California and that Consultant maintains appropriate licenses, certificates and training applicable to Consultant's profession.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the District's behalf.

8. **Notice.** Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

District:

Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039
Phone: 831.633.5417
Mobile: 831.970.3346
Email: mcintyre@mosslandingharbor.dst.ca.us
And cc : razzeca@mosslandingharbor.dst.ca.us
Attention: General Manager

Consultant:

Marc J. Del Piero
4062 El Bosque Drive
Pebble Beach, CA 93953
Phone: 831.261.0718
Email: mjdelpiero@aol.com

9. **Indemnity.** The terms and conditions set forth in subsection 9.1., below, are applicable to this Agreement if the Services to be provided by Consultant are not "design professional" services as used and defined in Civil Code Section 2782.8. The terms and conditions set forth in subsection 9.2., below, are applicable to this Agreement if the Services to be provided by Consultant are "design professional" services as used and defined in Civil Code Section 2782.8.

9.1 Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District, its governing body, officers, agents, employees, and volunteers from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the District. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and shall survive the expiration or early termination of this Agreement. This subsection 9.1 does not apply if the Services to be provided under this agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

9.2 To the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, its governing body, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on

the amount or type of damages or compensation payable to or for Consultant or its agents or employees under Workers' Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement. This subsection 9.2 is applicable if the Services to be provided under this agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

10. Insurance. Before providing any services under this Agreement, Consultant shall be required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of services under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, District may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

10.1 The following insurance policies and limits are required for this Agreement:

10.1.1 Commercial General Liability Insurance ("CGL"). The CGL policy shall be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Consultant's acts or omissions in the performance of services under this Agreement with limits of at least one million dollars (\$1,000,000.00) per occurrence. The CGL policy must name District, its governing body, officers, agents, employees, and volunteers as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect District, its officers, employees, agents, elected officials and volunteers against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

10.1.2 Automobile Insurance. The automobile liability insurance shall cover bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

10.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least one million dollars (\$1,000,000.00). If Consultant is self-insured, Consultant shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.[N/A]

10.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of services under this Agreement, in an amount no less than one million dollars (\$1,000,000.00) combined single limit.

10.2 Each certificate of insurance must state that the coverage afforded by the policy or policies shall not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to District, unless due to non-payment of premiums, in which case at least ten (10) days written notice shall be made to District.

10.3 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against District.

10.4 The CGL policy must include the following endorsements:

10.4.1 The inclusion of more than one insured shall not operate to impair the rights of one insured against another, and the coverages afforded shall apply as though separate policies have been issued to each insured.

10.4.2 The insurance provided is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

12. Early Termination.

12.1 **Termination for Convenience.** District may terminate this Agreement for convenience by giving Fifteen (15) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice Ten (10) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of costs the District incurred, if any, because of Consultant's breach of the Agreement.

13. Work Product. District shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on District's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties.

14. General Provisions.

14.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

14.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

14.3 Nondiscrimination. Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

14.4 Choice of Law and Venue. This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which District is located, and no other place.

14.5 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

14.6 Amendment. No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

14.7 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

14.8 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

14.9 Attachments. If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.

14.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14.11 Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

14.12 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

14.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.14 Authorization. Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents. As to those Parties that are corporations, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

The parties agree to this Agreement as witnessed by the signatures below:

DISTRICT:
MOSS LANDING HARBOR DISTRICT

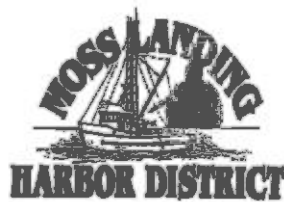
CONSULTANT:
MARC J. DEL PIERO

s/ _____

s/ _____

Linda G. McIntyre, General Manager
Name/Title
Date: _____

Marc J. Del Piero, Consultant
Name/Title
Date: _____



BOARD OF COMMISSIONERS
Russ Jeffries
Tony Leonardini
Vincent Ferrante
Margaret "Peggy" Shirrel, Ph.D.
James R. Goulart

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



EXECUTIVE
GENERAL MANAGER

HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

SPECIAL PUBLIC HEARING – MARC COLMAN APPEAL BOARD MEETING OF DECEMBER 13, 2018

This is an appeal by Marc Colman of the General Manager's decision to terminate his Facilities Use Permit, filed and conducted in accordance with Sections 24.050 D), 24.100 and 24.200 of the Moss Landing Harbor District Ordinance Code. The District has complied with all notice provisions and requirements contained therein.

By way of background, Marc Colman applied for and was issued a Facilities Use Permit in 2016 to conduct Monterey Bay Hydrobikes rentals at North Harbor. His Permit was renewed the following year and was scheduled to expire February 4, 2019.

Attached is a copy of the emailed Notice of Termination sent to Marc Colman on November 6, 2018 which provides the basic reasons his Permit was terminated, which includes several complaints for interfering with handicap parking, continued violations despite warnings and requests, violating the District's Ordinance Code and defacing District property which resulted in labor and materials expenses and diverting staff resources.

Also attached is the Monterey County Sheriff's Primary Narrative dated October 6, 2018 memorializing the Sheriff's contacts with Mr. Colman, culminating in citing Mr. Colman for illegal parking on one occasion and thereafter referring a case to the District Attorney's office on the recommendation that charges of vandalism of District property and defacing or interfering with a traffic control device be brought against Mr. Colman.

The next attachment is Marc Colman's Request for Appeal Hearing with attachments that provide his reasons that the General Manager's decision should be reconsidered.

Procedurally, after Staff's presentation, Mr. Colman should be allowed to present his case for reinstatement. The Board shall hear all persons wishing to be heard on this matter, and is free to receive documentary evidence offered by any party. The hearing is not subject to the strict rules of evidence used in a court of law. At the conclusion of the hearing, the Board may affirm, affirm in part or reverse the action, decision or determination that is the subject of the appeal. The Board should make specific findings stating the reason for the action on the appeal.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

Linda G. McIntyre

From: Linda G. McIntyre [mcintyre@mosslandingharbor.dst.ca.us]
Sent: Tuesday, November 06, 2018 2:17 PM
To: 'Marc Colman'
Cc: 'Tommy Razzeca'
Subject: Termination of Monterey Bay Hydrobikes Facilities Use Permit

Dear Mr. Colman: Please be advised that the Facilities Use Permit issued to you and Monterey Bay Hydrobikes is hereby terminated.

We have received several complaints regarding your occupancy, impeding or blocking the handicap parking space(s) at North Harbor during the conduct of your business. You had been warned by District staff as well as the Monterey County Sheriff's Department on more than one occasion to stop blocking or impeding the handicap spot(s) but you continued to do so. In fact, it has come to my attention that you were cited by the Sheriff's Department for illegally parking in a handicap space as well as defacing or interfering with a traffic control device. First you denied knowledge of these actions when I spoke to you but subsequently you admitted to me and Harbor District staff that you had directed your helper to paint a handicap space and the red curb white. This jeopardized the Harbor District by interfering with its ability to comply with Americans with Disabilities Act (ADA) and safety issues represented by the red curb, and caused expense to the District for materials and staff time repainting the handicap space and the curb.

Your Facilities Use permit requires that you comply with all laws including but not limited to the Moss Landing Harbor District (MLHD) Ordinance Code. The MLHD Ordinance Code §4.010 states, "It shall be unlawful for any person to willfully or maliciously destroy, damage, deface or interfere with any property under the jurisdiction of the District." It goes on to say "Every person....responsible for damage to any District property shall be held liable for and charged with the cost of replacing or repairing the property." We have not yet computed the costs associated with repairing the damage you did to district property but when we have, we will be sending you an invoice.

Moreover, your Permit states that the Permit "may be terminated if the use is deemed incompatible with Harbor uses or otherwise proves disruptive to other Harbor patrons in the sole discretion of the Harbor Master." I find that your knowing, intentional and unauthorized modification of District traffic control markings and signage, which was done to accommodate your own personal and illegal use of District property, interfered with the ability of handicapped persons to access ADA marked spaces and was also disruptive to other harbor patrons. This is completely unacceptable

Based on the foregoing disruptions and violations, your Facilities Use Permit is terminated effective immediately. You may appeal my decision within 10 business days from today, the date of my decision, in accordance with §24.100 of the MLHD Ordinance Code which you may access online at www.mosslandingharbor.dst.ca.us or contact me and I will provide you with the form. The filing fee is \$25 and the fee deposit for publication of Notice of Public Hearing is \$100.00.

Sincerely,

Linda G. McIntyre, Esq.
General Manager/Harbor Master
Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039

MONTEREY COUNTY SHERIFF1414 Natividad Road
Salinas, CA 93906

CA0270000

Phone (831) 755-3700
Fax (831) 755-3810**Case Number**
FG1805979**Date**
10/06/18**Officer**
SIMPSOND**Primary Narrative**

On or about 9/15/18 I was working as the patrol supervisor in full uniform operating a marked patrol car. I had previously been advised, by multiple people, that Marc COLEMAN parks his truck in the handicap zone of the north Moss Landing Harbor. COLEMAN does not have a disability and his vehicle is void a placard. COLEMAN owns several kayaks he rents out at the north harbor. He is known to park his truck perpendicular to the handicap spaces next to the curb. The front of his truck generally blocks the front part of one handicap space while the back part of the truck and trailer sit alongside the red curb on top of the white hashmarks (painted island).

I responded to the north harbor and observed COLEMAN'S truck and trailer in the aforementioned location. On this occasion, his front wheels were not in the handicap space but the front of his engine compartment was clearly in the space blocking the blue curb. COLEMAN was talking to potential customers when I arrived and motioned for me to wait until he was done. I asked if the truck and trailer was his, to which he responded in the affirmative. Once he was advised the vehicles were illegally parked COLEMAN responded, "I've been parking here for three years". Upon learning this was not a sufficient excuse COLEMAN added the spaces belonged to the Moss Landing Yacht Club, where he is a member.

NOTE: The spaces are in close proximity to the yacht club but on the harbor side of the fence and clearly belong to the Moss Landing Harbor District.

COLEMAN seemed to be under the impression his membership to the yacht club coupled with not being held accountable for parking illegally for an extended amount of time entitled him to committing the parking violations. I refused to argue with him and insisted he move his truck, trailer, and the table he had set up on the painted island and not park there again. I also informed him, ownership of the spaces is irrelevant as they are exclusively for handicap parking regardless of who maintains them. He reluctantly complied and we parted ways.

On 9/22/18 I was on Jetty Road in Moss Landing. I was approached, by a group of people, and told COLEMAN was again parked in the handicap spaces at the north harbor. I looked across the slough and could see his white truck (CA. Lic. 73974X1) parked illegally. Approximately 20 minutes later I left Jetty Road and went to the north harbor parking lot. The front wheels of COLEMAN'S truck were centered in the northern most handicap space with his bumper close to the opposite side of the space. The rest of his truck and trailer were once again parked parallel to the red curb on top of the painted island. The table with the necessary paper work to rent a kayak and a sandwich sign were also on the painted island.

COLEMAN saw me, waved and approached the driver's side of his truck and opened the door. I instructed him to leave the truck parked until I completed writing him a citation. COLEMAN became angry and started insisting I had "nothing better to do". He did not believe anyone complained about how he parked his truck and added it had only been there two or three minutes. I informed him of the fact I had seen it parked in the same

MONTEREY COUNTY SHERIFF

1414 Natividad Road
Salinas, CA 93906

CA0270000

Phone (831) 755-3700
Fax (831) 755-3810

location twenty minutes prior from Jetty Rd. COLEMAN was upset and continued to express his displeasure with me in spite of the fact he had received a warning a week prior.

I issued COLEMAN parking citation #SO-38487 and left the harbor parking lot (see attached).

On 10/4/2018 I received a text message accompanied by a picture. The message read: SOMEONE APPEARS TO HAVE RECENTLY PAINTED OVER A HANDICAP ONLY DESIGNATED PARKING SPOT?

The picture shows the same spot COLEMAN had been warned about, and cited for parking in. In the picture the post/sign in front of the space was missing, the painted handicap picture on the ground in the middle of the space had been covered in white paint and the blue and red curbs were white.

10/5/18 I contacted Assistant Harbor Master, Tommy Razzeca, and he offered the following.

Razzeca was unaware of the parking issue and was upset with the fact someone had painted over the handicap space. He is familiar with COLEMAN and agreed to contact him and inquire if he had any knowledge of the vandalism.

A short time later Razzeca called me back and said he had spoken with COLEMAN. COLEMAN insisted he had nothing to do with painting over the curbs or removing the signage. COLEMAN added, "I would not do something like that". Razzeca had the distinct impression COLEMAN was not telling him the truth and asked if I had an eye witness. In the absence of a witness, video, or confession Razzeca said there was little he could do. He advised me to inform him if I could obtain evidence of COLEMAN'S involvement. If we can prove COLEMAN painted, or had someone paint, the spaces the Moss Landing Harbor would revoke his permit to conduct business in the parking lot.

On 10/6/18 at about 1115 hours I contacted Deputy M. Garcia and we discussed conducting a ruse to illicit information from COLEMAN. At about 1118 hours I responded to the north harbor parking lot and again met with COLEMAN. While standing near him I contacted Deputy Garcia, over the radio, and asked if she "had the witness" and she responded "yes" and they would be "enroute shortly". I instructed her to park about 40 yards south of my location so the witness could identify the suspect and she agreed.

While waiting for Deputy Garcia to arrive I explained to COLEMAN that a witness had come forward that either saw him paint the spaces or knew the person he had do it. I informed him I had not yet spoke to the witness so was unsure of what he knows. I did know he was upset someone had painted over a handicap spot, he knew the person drove a white truck, rented kayaks, and his first name was Marc. I advised COLEMAN if he were positively identified I would then ask about his involvement in painting the spaces and if he lied I would likely arrest him.

COLEMAN immediately stated, "I didn't paint the space but I had my guy do it". He quickly added there was a misunderstanding and he had only instructed "his guy" to paint white over the red curb. I explained it was still illegal and part of the red curb services the handicap space. I pointed out if a handicap van parks in the space with a side lift it uses the hash marks on the passenger side. COLEMAN acted surprised and told me he thought that was what the hashmarks on the other side were for. He then admitted he has never seen a side sliding door, or lift, on the driver's side of a van.

MONTEREY COUNTY SHERIFF

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Phone (831) 755-3700
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Once we established painting the curbs was illegal COLEMAN said he had only instructed his guy "to clean up the area". Somehow a grown man was told to simply clean up the area but interpreted that to mean, dig up the pole with the handicap sign on it, paint over the handicap sign on the ground, paint the blue curb white and paint about 60 feet of red curb. After pointing this out to COLEMAN he responded, "you don't know my guy, he is a little off".

COLEMAN said he only knew the first name of the guy he hired to paint as Dempsey but has known him for years. Dempsey is a long-time Moss Landing resident and spends much of his time under the influence of alcohol. COLEMAN does not know Dempsey's full name and said he recently dropped his phone in the ocean and cannot be reached. He did provide me a telephone number for Dempsey which went to voice mail when I called it.

I spoke to employees at the Harbor Master's Office and they offered the following. Dempsey does odd jobs around the harbor for pay. He often works on the fishing boat BETICIA which is in slip #40 on A-dock. I contacted the owner of BETICIA and she said Dempsey was probably at his home which is a blue house next to the Post Office. I went to 8062 Moss Landing Rd and contacted Dempsey on his front porch.

I could smell the strong odor of an alcoholic beverage emanating from Dempsey's person and his speech was somewhat slurred. I recognized Dempsey from numerous prior contacts and know he has some developmental issues and is easily manipulated.

Dempsey admitted to painting the curbs but added he "thinks" he made a mistake. He now believes COLEMAN told him to paint the curbs red. I found this odd and felt as though Dempsey may have been coached. He admitted to talking to COLEMAN earlier this morning but would not, or could not, recall what COLEMAN said about painting the curbs.

I asked Dempsey if he purchased the paint or already had it. He sated he did not supply the paint at all. Dempsey is certain COLEMAN provided him with a bucket of white paint he retrieved from the back of his truck. Dempsey was equally sure of the fact COLEMAN did not have red paint or any other color other than white. I told Dempsey he must not have been the one making a mistake since he painted the curbs with the only color provided. He smiled and said, "no, I guess it was not my mistake".

Dempsey apologized for painting the curbs and added he did not know it was wrong. He was simply doing his best job to earn the money COLEMAN offered him to change the color of the curbs and paint over the handicap signage.

I thanked Dempsey for his time and assured him he is not in trouble.

Based on the above statement I recommend this report be forwarded to the District Attorney's Office for review. I further recommend the charges of 594(a) PC Vandalism, and 21464(a)VC Defacing or interfering with a traffic control device, be filed against Marc COLEMAN.

Case continues pending DA review.

CC: Moss Landing Harbor District

MONTEREY COUNTY SHERIFF

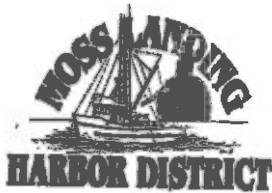
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Approved by : ROBISONDB Date : 10/06/2018 11:38 PM



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BOARD OF COMMISSIONERS

Russell Jeffries
Tony Leonardini
Vincent Ferrante
Margaret "Peggy" Shirrel
James R. Goulart

**General Manager
Harbor Master**
Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

Appeal filing fee: \$25.00/Newspaper Publication Fee Estimate: \$100.00 Total Due with Request: \$125.00

**REQUEST FOR APPEAL HEARING BEFORE MOSS LANDING HARBOR DISTRICT
BOARD OF HARBOR COMMISSIONERS**

I/we, Marc Colman, [permittee of slip # _____]
wish to appeal to the Moss Landing Harbor District Board of Harbor Commissioners the
Decision, Order or Notice of the General Manager/Harbor Master described below and
I/we request a public hearing. Unless otherwise advised, the next regular meeting of the
Moss Landing Harbor District Board of Commissioners will be on 12/13/18

Decision, Order or Notice of the General Manager Being Appealed:

Terminated Facilities Use Permit

Reasons Decision, Order or Notice should be reconsidered:

Misunderstanding - Described in attached

Requested Decision: Re-install my Permit

Date: 11-13-18 Signature of Appellant: Marc Colman

Address: P.O. Box 222984 City Carmel State Ca Zip 93922
Email address marc@montereybayhydrobikes.com
Phone Number(s): _____ Cell: 831-238-6764

Received by: _____ Date: _____

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

I believe that my Facilities Use Permit should be reinstated for the following reasons. This incident was just a misunderstanding of who owned the property and a hired independent contractor who went beyond what they were asked to do. In Linda's email to me, it stated that I have been warned several times by both Harbor District employees and the Sheriff about blocking, impeding handicap spaces and that is simply not true. I see and talk to Harbor District employees daily and have never been warned about parking in the handicap space by District staff or the Sheriff. I park my truck in the white striped area with the red curb in the furthest corner of the parking lot, next to the Elkhorn Yacht Club. When I first started the business I was told by Harbor District employee (bearded Jim) that it was the best place to park because it is Elkhorn Yacht Club Property in that corner. Since then I have heard the same thing about that corner being Yacht Club property from several club members. I never block or impede the handicap parking spot and have most certainly never parked in said spot. I was approached by the Sheriff a week before I was given a citation, as I gave my orientation to my customers, about being in the red curb area and he said if it is Yacht Club property they should paint the red curb white. Then he got in his car and left with no mention of anything else. If I was in the handicap spot he would have ticketed me then (see attached picture of where I was parked). I will admit that the next week when I was cited by the Sheriff, my truck was sticking out a little bit over the line for about three minutes while I was in the process of launching a Hydrobike. I want to state that my truck was still running when I was cited, and I stopped over the line only long enough to tie the rope from the Hydrobike to the truck. I understand the importance of handicap designated parking spots, as I have handicap members in my family. I would never knowingly block or impede a handicap designated parking space.

In regards to the handicap parking space being painted white, I want to accept responsibility for the misunderstanding that occurred when my contracted worker painted over the blue handicap paint. The instruction I gave him was to paint the red curb white. I gave him that instruction because of the Sheriff's suggestion to me. He painted over the red curb and continued painting over the blue handicap curb as well. He was not instructed by me to do so (see Dempsey's attached statement). I was asked by Linda if I painted the handicap spot and denied it because I wasn't there when the guy finished. Again, I want to accept responsibility for this misunderstanding and I am willing to pay for the cost incurred by the Harbor District to rectify this mistake.

In Linda's email to me, the decision to terminate my Facilities Use Permit is based on my "knowing, intentional and unauthorized modification of District traffic control markings and signage, which was done to accommodate your own personal and illegal use of District property, interfered with the ability of handicapped persons to access ADA marked spaces and was also disruptive to other harbor patrons". As I stated before, although the illegal modification of district traffic control markings did occur, it was not intentional. I would never intentionally deface public property and am truly sorry for the miscommunication in this matter. It seems I was given bad information and should have known to ask the appropriate people and not trust the word of regular staff employees or Yacht Club members. You can be certain in the future, I will follow the proper avenues in regards to any questions I have.

I have only ever enjoyed my experience with the Harbor District and working in Elkhorn Slough is a privilege that I do not take for granted. Every day I am out there I clean the docks, pick up trash, and conduct my business which encourages conservation and preservation of the Elkhorn Slough Reserve. I donate and work closely with the Elkhorn Slough Foundation, Sea Otter Savvy and Team Ocean to ensure my business does not negatively affect wildlife in the area. I would like you to reconsider termination of my permit so that I can continue my work and support my family as I have done for the

last three years. I can assure you that there will not be any further issues from me regarding handicap parking in the future. If there are any other issues that you see come up, I would like to urge you to contact me directly so that I can be in full compliance with any and all Harbor District codes. My positive impact on the Moss Landing community is worth more than this one-time unfortunate incident.

Thanks, Marc

I, Dempsey, acknowledge fault in overpainting the handicap space at the North Harbor parking lot. I was asked to paint a certain part of the red curb white and painted more of the curb than I should have. I was not asked by Marc Colman to paint over the handicap parking spot. If you need further clarification, please contact me at 831-512-6986.

Sincerely: *William D. Bosworth*

Date: *11-13-18*