



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

**May 3, 2018 – 7:00 P.M.**

**A. CLOSED SESSION**

A closed session will be held immediately prior to the public open meeting, **and will begin at 6:00 p.m.** The public open meeting will begin at **7:00 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) regarding the Moss Landing Commercial Park pursuant to Government Code §54956.8.
2. Confer with real property negotiators (District Counsel and GM) regarding office space lease in Santa Cruz Cannery Building pursuant to Government Code §54956.8

**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 Rodriguez – 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 on particular issues and for each individual speaker.

**E. CONSENT CALENDAR**

1. Approval of the March 28, 2018 Regular Meeting Minutes.

**F FINANCIAL REPORT**

2. Financial report month ending March 31, 2018.

**G. MANAGER'S REPORTS**

The General Manager & Assistant General Manager will make oral or written reports on the below subjects. 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.

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

## **H. COMMITTEE REPORTS**

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10. Finance Committee – Ferrante/Goulart
11. Elkhorn Slough Advisory Committee – Leonardini
12. Special Districts – Jeffries/Ferrante
13. Budget Committee – Leonardini/Shirrel
14. Liveaboard Committee – Goulart/Jeffries
15. Harbor Improvement Committee – Shirrel/Goulart
16. Real Property Committee I – Jeffries/Leonardini
17. Real Property Committee II – Ferrante/Shirrel
18. 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. PUBLIC HEARING**

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19. ITEM – Public Hearing and Fixing of the Final Budget of the Moss Landing Harbor District for the Fiscal Year 2018-2019. Recommendation: Hold Public Hearing, receive comments and make adjustments as necessary. Fix Final Budget.
  - a. Staff report
  - b. Open Public Hearing
  - c. Close Public Hearing
  - d. Board discussion
  - e. Board action

## **J. NEW BUSINESS**

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20. ITEM – Maintenance Dock Erosion Emergency Project update.
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action
21. ITEM – Consider Adopting Ordinance No. 202 Amending “District Fee Schedule”.
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action
22. ITEM – Consider Resolution 18–08 Ordering an Election, Requesting County Elections Department to Conduct the Election and Requesting Consolidation of the Election
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action
23. ITEM – Consider authorizing the General Manager to enter into a Lease Agreement for space in the Santa Cruz Cannery Building with Veridian Advisers, LLC.
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action

24. ITEM – Consider designating one candidate and authorizing the General Manager to cast a Ballot for Election of the selected Candidate as Alternate Special District Representative to LAFCO.

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

#### **K. COMMISSIONERS COMMENTS AND CONCERNS**

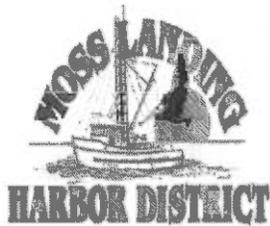
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Commissioners may address items of concern at this time, and may request that items be placed on future agendas in accordance with the By-laws of the Board.

#### **L. ADJOURNMENT**

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The next Meeting of the Board of Harbor Commissioners is scheduled for May 30, 2018 at 7:00 PM at the offices of the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals who require special accommodations are requested to contact the Assistant General Manager by emailing [Razzeca@mosslandingharbor.dst.ca.us](mailto:Razzeca@mosslandingharbor.dst.ca.us) or by calling 831.633.2461 no less than 72 hours prior to the meeting or in the case of 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 may be obtained by contacting the District at 831.633.5417 or by emailing the General Manager at [Mcintyre@mosslandingharbor.dst.ca.us](mailto:Mcintyre@mosslandingharbor.dst.ca.us) or by logging onto the District's website at [www.mosslandingharbor.dst.ca.us](http://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  
March 28, 2018 – 7:00 P.M.**

**A. CLOSED SESSION**

A closed session was held immediately prior to the public open meeting to consider the following matters:

1. Confer with real property negotiators (District Counsel and GM) regarding the Moss Landing Commercial Park pursuant to Government Code §54956.8.

**B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE**

Open session was called to order at 7:02 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

**Absent:** Vince Ferrante – Secretary

**Staff Present:**

- Mike Rodriquez – District Counsel
- Tommy Razzeca – Assistant General Manager
- Shay Shaw – Administrative Assistant

**Absent:** Linda G. McIntyre – General Manager

**C. PRESIDENT'S REMARKS**

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

**D. PUBLIC COMMENTS**

No public comments were made.

**E. CONSENT CALENDAR**

1. Approval of the February 28, 2018 Regular Meeting Minutes. A motion was made by Commissioner Leonardini, seconded by Commissioner Shirrel, to approve the February 28, 2018 Minutes. The motion passes 4-0-1 (Commissioner Ferrante absent).

**F. FINANCIAL REPORT**

2. Financial report month ending February 28, 2018. AGM Razzeca gave the highlights. A motion was made by Commissioner Goulart, seconded by Commissioner Leonardini, to accept the Financial Report. The motion passed 4-0-1 (Commissioner Ferrante absent).

**G. MANAGER'S REPORTS**

3. Projects Status/Update – written report/no questions
4. Community Relations; Requests/Issues – written report/no questions
5. Summary of Permits Issued – written report/no questions
6. Meeting Announcements –written report/no questions
7. Live aboard Report – written report/no questions
8. Slip Income Report – written report/no questions
9. Incident Report – written report/no questions

**H. COMMITTEE REPORTS**

10. Finance Committee – Ferrante/Goulart – nothing to report
11. Elkhorn Slough Advisory Committee – Leonardini –nothing to report
12. Special Districts – Jeffries/Ferrante – nothing to report
13. Budget Committee – Leonardini/Shirrel – nothing to report

14. Live aboard Committee – Goulart/Jeffries – nothing to report
15. Harbor Improvement Committee – Shirrel/Goulart – nothing to report
16. Real Property Committee I – Jeffries/Leonardini – nothing to report
17. Real Property Committee II – Ferrante/Shirrel – nothing to report
18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). None

## **I. NEW BUSINESS**

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19. ITEM – Maintenance Dock Erosion Emergency Project update.
  - a. Staff report – AGM Razzeca gave the report
  - b. Public comment - none
  - c. Board discussion - none
  - d. Board action - The Board by consensus indicated that emergency conditions continue to exist and the provisions of Resolution No. 17-01 should continue in full force and effect.
20. ITEM – Consider Resolution 18-04 Designating Agent for Disaster Assistance Management
  - a. Staff report – AGM Razzeca gave the report
  - b. Public comment – none
  - c. Board discussion - none
  - d. Board action - A motion was made by Commissioner Shirrel, seconded by Commissioner Goulart to adopt resolution 18-04 designating the General Manager and the Assistant General Manager as the designated agents for MLHD regarding disaster relief processing. The motion passed 4-0-1 (Commissioner Ferrante absent).
21. ITEM – Consider adopting Preliminary Budget for 2018-2019 Fiscal Year
  - a. Staff report – AGM Razzeca gave the report
  - b. Public comment – Barbra Cook, slip holder asked how likely it is for the District to receive funding from FEMA for the dredging, who is in charge of permitting and why does it take a long time to receive answers? AGM Razzeca responded we believe we have submitted sufficient information to FEMA and are hopeful we will receive funding. AGM Razzeca also responded that the permitting process is dependent on many agencies that process permit applications and that the process is an ongoing.
  - c. Board discussion – Commissioner Leonardini said that Linda, Tommy, and Wendy did an excellent job preparing the budget that Commissioner Shirrel and he participated in. The budget is balanced and that our biggest issue is dredging and FEMA funding. President Jeffries expressed his concern about having sufficient money to cover the possible election cost.
  - d. Board action – A motion was made by Commissioner Shirrel, seconded by Commissioner Leonardini, adopting the Preliminary Budget and directing the General Manager to publish the appropriate notice of the public hearing specifying the date of May 3, 2018 for fixing the final budget. The motion passed 4-0-1 (Commissioner Ferrante absent).
22. ITEM – Consider Resolution 18–05 Awarding a contract for A-Dock Pile Replacement Project
  - a. Staff report – AGM Razzeca gave the report
  - b. Public comment - none
  - c. Board discussion – Commissioner Leonardini asked if the A-Dock pile that is at 45 degrees is broken and if so, will it be removed. AGM Razzeca replied the pile cannot be reused and will be removed.
  - d. Board action – A motion was made by Commissioner Goulart, seconded by Commissioner Leonardini, to adopt Resolution No.18-05 awarding the bid for the replacement of the A Dock Pile to Associated Pacific Constructors Inc. The motion passed 4-0-1 (Commissioner Ferrante absent).

23. ITEM – Consider Resolution 18-06 canceling the April and May Regular Board Meetings and fixing Substitute Dates

- a. Staff report - AGM Razzeca gave the report.
- b. Public comment - none
- c. Board discussion - none
- d. Board action – A motion was made by Commissioner Leonardini, seconded by Commissioner Goulart, to adopt Resolution No.18-06 cancelling the April 25, 2018 and May 23, 2018 Regular meetings and reschedule the April Regular meeting to May 3, 2018 and reschedule the May Regular meeting to May 30, 2018. The motion passed 4-0-1 (Commissioner Ferrante absent).

24. ITEM – Consider Resolution 18-07 Authorizing purchase of a Maintenance Vehicle

- a. Staff report - AGM Razzeca gave the report.
- b. Public comment - none
- c. Board discussion – Commissioner Goulart asked if the F-150 has value. AGM Razzeca replied the truck is salvageable and we plan to replace it although it has hard miles. W are in the process of buying a new transmission for it so Operations will have a vehicle. President Jeffries commented that he will be working with the staff in the purchasing of the Maintenance vehicle and suggested we get information from Car Fax and Blue Book to aid in purchasing the vehicle.
- d. Board action – A motion was made by Commissioner Shirrel, seconded by President Jeffries, to adopt Resolution No.18-07 authorizing the General Manager to expend funds in the amount not to exceed \$30,000 for purchase of a maintenance department vehicle. The motion passed 4-0-1 (Commissioner Ferrante absent).

**J. COMMISSIONERS COMMENTS AND CONCERNS**

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None

**K. ADJOURNMENT**

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The meeting adjourned at 7:50pm

Respectfully submitted,

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Vince Ferrante, Secretary  
Board of Harbor Commissioners

ATTEST:

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Linda G. McIntyre, Deputy Secretary  
Board of Harbor Commissioners

Moss Landing Harbor District  
**Balance Sheet**  
As of March 31, 2018

#2

	<u>Mar 31, 18</u>	<u>Mar 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
1002 · Petty Cash	500	500		
1009 · Union - Operating	85,659	32,877	52,782	161%
1010 · Union - M.M.	4,643,856	3,945,528	698,328	18%
1011 · Union - Payroll	33,825	35,090	-1,265	-4%
1015 · 1st Capital Bank	1,546,978	1,544,149	2,829	0%
1016 · Pinnacle Bank Interest Account		22,922	-22,922	-100%
1018 · Union Bank- Trust Account	456,738	18,871	437,867	2,320%
1020 · Umpqua - Restricted	1,010,617	1,009,103	1,514	0%
<b>Total Checking/Savings</b>	<b>7,778,173</b>	<b>6,609,040</b>	<b>1,169,133</b>	<b>18%</b>
<b>Accounts Receivable</b>				
<b>11290 · Leases</b>				
1282 · NNN Receivable	65,000	33,804	31,196	92%
1291 · Monterey Bay Kayak	1,496		1,496	100%
1295 · MBARI	1,285	1,285		
<b>Total 11290 · Leases</b>	<b>67,781</b>	<b>35,089</b>	<b>32,692</b>	<b>93%</b>
1200 · Marina Receivables	99,855	79,536	20,319	26%
1201 · Marina - Allow for Bad Debt	-45,923	-40,270	-5,653	-14%
<b>Total Accounts Receivable</b>	<b>121,713</b>	<b>74,355</b>	<b>47,358</b>	<b>64%</b>
<b>Other Current Assets</b>				
<b>1271 · Prepaid Expenses</b>				
1270 · Insurance	18,571	10,949	7,622	70%
<b>Total 1271 · Prepaid Expenses</b>	<b>18,571</b>	<b>10,949</b>	<b>7,622</b>	<b>70%</b>
<b>Total Other Current Assets</b>	<b>18,571</b>	<b>10,949</b>	<b>7,622</b>	<b>70%</b>
<b>Total Current Assets</b>	<b>7,918,457</b>	<b>6,694,344</b>	<b>1,224,113</b>	<b>18%</b>
<b>Fixed Assets</b>				
1650 · Construction In Progress	765,451	366,418	399,033	109%
1670 · Equipment	779,968	779,968		
<b>1700 · Improvements</b>				
1710 · NH Buildings & Improvements	7,868,580	7,868,580		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,276,755	8,276,755		
1740 · SH Floating Docks	9,369,077	9,369,077		
<b>Total 1700 · Improvements</b>	<b>26,671,305</b>	<b>26,671,305</b>		

**Moss Landing Harbor District**  
**Balance Sheet**  
As of March 31, 2018

	<u>Mar 31, 18</u>	<u>Mar 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>1800 · Less - Depreciation</b>				
<b>1805 · Equipment</b>	-780,166	-773,990	-6,176	-1%
<b>1810 · NH Buildings &amp; Improvements</b>	-3,702,112	-3,447,267	-254,845	-7%
<b>1820 · NH Floating Docks</b>	-506,430	-494,742	-11,688	-2%
<b>1825 · NH Offsite Improvements</b>	-454,162	-435,372	-18,790	-4%
<b>1830 · SH Buildings &amp; Improvements</b>	-5,950,680	-5,739,125	-211,555	-4%
<b>1840 · SH Floating Docks</b>	-5,490,827	-5,069,068	-421,759	-8%
<b>Total 1800 · Less - Depreciation</b>	<u>-16,884,377</u>	<u>-15,959,564</u>	<u>-924,813</u>	<u>-6%</u>
<b>1900 · Land</b>	1,642,860	1,642,860		
<b>Total Fixed Assets</b>	<u>12,975,207</u>	<u>13,500,987</u>	<u>-525,780</u>	<u>-4%</u>
<b>Other Assets</b>				
<b>1320 · Workers Comp Deposit</b>	200	200		
<b>1530 · Principal Financial CS</b>	7,389	7,389		
<b>Total Other Assets</b>	<u>7,589</u>	<u>7,589</u>		
<b>TOTAL ASSETS</b>	<u><u>20,901,253</u></u>	<u><u>20,202,920</u></u>	<u><u>698,333</u></u>	<u><u>3%</u></u>

**Moss Landing Harbor District**  
**Balance Sheet**  
As of March 31, 2018

	<u>Mar 31, 18</u>	<u>Mar 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
2010 · Accounts Payable	291,044	48,772	242,272	497%
<b>Total Accounts Payable</b>	<u>291,044</u>	<u>48,772</u>	<u>242,272</u>	<u>497%</u>
<b>Other Current Liabilities</b>				
2013 · Accrued Expenses	33,811		33,811	100%
2020 · Accrued Salaries Payable	2,078		2,078	100%
2021 · Accrued Vacation	88,372	76,043	12,329	16%
2023 · Accrued Payroll Taxes	605	-106	711	671%
2030 · Customer Deposits	304,247	292,244	12,003	4%
2050 · Employee 457 Payable		-109	109	100%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	20,538	19,222	1,316	7%
<b>Total 2051 · Note Interest Payable</b>	<u>20,538</u>	<u>19,222</u>	<u>1,316</u>	<u>7%</u>
2080 · Prepaid Berth Fees	177,304	154,075	23,229	15%
2082 · MLCP Cost Reimb. Deposit	139,947	93,605	46,342	50%
<b>2086 · Prepaid Leases</b>				
20861 · Duke	72,714	5,273	67,441	1,279%
20862 · MBARI	1,672	2,219	-547	-25%
<b>Total 2086 · Prepaid Leases</b>	<u>74,386</u>	<u>7,492</u>	<u>66,894</u>	<u>893%</u>
2087 · Lease Deposits	14,164	14,164		
<b>Total Other Current Liabilities</b>	<u>855,452</u>	<u>656,630</u>	<u>198,822</u>	<u>30%</u>
<b>Total Current Liabilities</b>	<u>1,146,496</u>	<u>705,402</u>	<u>441,094</u>	<u>63%</u>
<b>Long Term Liabilities</b>				
2605 · Umpqua Loan	3,677,571	4,046,718	-369,147	-9%
<b>Total Long Term Liabilities</b>	<u>3,677,571</u>	<u>4,046,718</u>	<u>-369,147</u>	<u>-9%</u>
<b>Total Liabilities</b>	<u>4,824,067</u>	<u>4,752,120</u>	<u>71,947</u>	<u>2%</u>
<b>Equity</b>				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	9,986,555	9,417,664	568,891	6%
<b>Net Income</b>	<u>-365,600</u>	<u>-423,097</u>	<u>57,497</u>	<u>14%</u>
<b>Total Equity</b>	<u>16,077,186</u>	<u>15,450,798</u>	<u>626,388</u>	<u>4%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>20,901,253</u></u>	<u><u>20,202,918</u></u>	<u><u>698,335</u></u>	<u><u>3%</u></u>

**Moss Landing Harbor District  
Statement of Cash Flows  
July 2017 through March 2018**

Jul '17 - Mar 18

<b>OPERATING ACTIVITIES</b>	
<b>Net Income</b>	-365,600
<b>Adjustments to reconcile Net Income</b>	
<b>to net cash provided by operations:</b>	
11290 · Leases:1291 · Monterey Bay Kayak	7,474
1200 · Marina Receivables	-36,124
1201 · Marina - Allow for Bad Debt	17,000
11290 · Leases:1282 · NNN Receivable	-20,000
1271 · Prepaid Expenses:1270 · Insurance	-18,571
1210 · Grants Receivable	587,412
1800 · Less - Depreciation:1805 · Equipment	15,301
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	194,245
1800 · Less - Depreciation:1820 · NH Floating Docks	9,028
1800 · Less - Depreciation:1825 · NH Offsite Improvements	22,037
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	156,584
1800 · Less - Depreciation:1840 · SH Floating Docks	310,800
2010 · Accounts Payable	200,360
2020 · Accrued Salaries Payable	-4,702
2021 · Accrued Vacation	-5,204
2023 · Accrued Payroll Taxes	605
2030 · Customer Deposits	7,908
2080 · Prepaid Berth Fees	34,571
2086 · Prepaid Leases:20861 · Duke	18,395
2086 · Prepaid Leases:20862 · MBARI	-20,166
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-27,517
2082 · MLCP Cost Reimb. Deposit	46,343
<b>Net cash provided by Operating Activities</b>	<b>1,130,179</b>
<b>FINANCING ACTIVITIES</b>	
2605 · Umpqua Loan	-369,147
<b>Net cash provided by Financing Activities</b>	<b>-369,147</b>
<b>Net cash increase for period</b>	<b>761,032</b>
<b>Cash at beginning of period</b>	<b>7,017,142</b>
<b>Cash at end of period</b>	<b>7,778,174</b>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	<u>Jul '17 - Mar 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · MARINA REVENUES</b>				
<b>4100 · Berthing Income</b>				
4110 · Assigned Berthing	1,207,754	1,214,722	-6,968	99%
4112 · Qtrly/Annual Discount	-1,626	-2,700	1,074	60%
4113 · Commercial Vessel Dscnt	-9,567	-11,250	1,683	85%
4114 · Away (1 mnth) Dscnt	-1,025	-675	-350	152%
4115 · Temporary Berthing	204,613	181,500	23,113	113%
4120 · Liveaboard Fees	87,295	85,500	1,795	102%
4130 · Transient Berthing	14,885	24,500	-9,615	61%
4220 · Wait List	6,975	5,250	1,725	133%
4260 · Towing - Intra Harbor	150	600	-450	25%
4270 · Pumpouts	400	500	-100	80%
4280 · Late Fees	29,150	22,500	6,650	130%
4282 · Recovered Lien Costs	420	500	-80	84%
<b>Total 4100 · Berthing Income</b>	<u>1,539,424</u>	<u>1,520,947</u>	<u>18,477</u>	<u>101%</u>
<b>4200 · Other Income - Operations</b>				
4225 · Merchandise	321	750	-429	43%
4230 · SH Parking	89,468	80,000	9,468	112%
4285 · Dog Fee	1,040	450	590	231%
4290 · Misc	7,532	1,800	5,732	418%
<b>Total 4200 · Other Income - Operations</b>	<u>98,361</u>	<u>83,000</u>	<u>15,361</u>	<u>119%</u>
<b>Total 4000 · MARINA REVENUES</b>	<u>1,637,785</u>	<u>1,603,947</u>	<u>33,838</u>	<u>102%</u>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

Expense	Jul '17 - Mar 18	Budget	\$ Over Budget	% of Budget
<b>5200 · General &amp; Administrative</b>				
5100 · Advertising	2,533	3,750	-1,217	68%
5210 · Dues & Subscriptions	7,985	6,720	1,265	119%
5220 · Office Supplies				
5223 · Administration	5,093	3,609	1,484	141%
5225 · Operations	7,836	6,066	1,770	129%
<b>Total 5220 · Office Supplies</b>	<b>12,929</b>	<b>9,675</b>	<b>3,254</b>	<b>134%</b>
5230 · Postage & Equip Lease				
5232 · Meter Lease	517	423	94	122%
5235 · Postage	1,274	468	806	272%
<b>Total 5230 · Postage &amp; Equip Lease</b>	<b>1,791</b>	<b>891</b>	<b>900</b>	<b>201%</b>
5240 · Copier Lease & Supplies				
5242 · Copier Lease	3,081	2,970	111	104%
<b>Total 5240 · Copier Lease &amp; Supplies</b>	<b>3,081</b>	<b>2,970</b>	<b>111</b>	<b>104%</b>
5250 · Telephone & Communications				
5253 · Administration	8,791	8,874	-83	99%
5255 · Operations	1,026	810	216	127%
<b>Total 5250 · Telephone &amp; Communications</b>	<b>9,817</b>	<b>9,684</b>	<b>133</b>	<b>101%</b>
5260 · Professional Services				
5262 · Accounting	32,712	31,500	1,212	104%
5263 · Audit fees	15,000	14,500	500	103%
5265 · Legal	51,993	56,250	-4,257	92%
5268 · Computer Consulting	340	2,484	-2,144	14%
5269 · Payroll Processing	2,757	2,862	-105	96%
<b>Total 5260 · Professional Services</b>	<b>102,802</b>	<b>107,596</b>	<b>-4,794</b>	<b>96%</b>
5270 · Licenses & Permits		10	-10	
5290 · Credit Card Fees	15,586	9,882	5,704	158%
5921 · Internet Billing Service	1,379	1,512	-133	91%
<b>Total 5200 · General &amp; Administrative</b>	<b>157,903</b>	<b>152,690</b>	<b>5,213</b>	<b>103%</b>
<b>5300 · Personnel</b>				
5310 · Salaries				
5313 · Administration	175,838	196,937	-21,099	89%
5315 · Operations	95,269	110,744	-15,475	86%
5318 · Maintenance	65,924	86,952	-21,028	76%
<b>Total 5310 · Salaries</b>	<b>337,031</b>	<b>394,633</b>	<b>-57,602</b>	<b>85%</b>
5330 · Payroll Taxes				
5333 · Administration	11,236	13,773	-2,537	82%
5335 · Operations	7,686	8,472	-786	91%
5338 · Maintenance	4,966	6,652	-1,686	75%
<b>Total 5330 · Payroll Taxes</b>	<b>23,888</b>	<b>28,897</b>	<b>-5,009</b>	<b>83%</b>
5340 · Employee Benefits				
5342 · Vehicle Allowance				
5343 · Administration	47,034	52,723	-5,689	89%
5345 · Operations	6,781	12,091	-5,310	56%

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	Jul '17 - Mar 18	Budget	\$ Over Budget	% of Budget
5348 · Maintenance	29,415	45,921	-16,506	64%
<b>Total 5340 · Employee Benefits</b>	<b>83,230</b>	<b>110,735</b>	<b>-27,505</b>	<b>75%</b>
5350 · Workers Compensation				
5353 · Administration	2,036	2,110	-74	96%
5355 · Operations	4,696	4,895	-199	96%
5358 · Maintenance	5,336	12,041	-6,705	44%
<b>Total 5350 · Workers Compensation</b>	<b>12,068</b>	<b>19,046</b>	<b>-6,978</b>	<b>63%</b>
5360 · Education & Training				
5363 · Administration	299		299	100%
<b>Total 5360 · Education &amp; Training</b>	<b>299</b>		<b>299</b>	<b>100%</b>
<b>Total 5300 · Personnel</b>	<b>456,516</b>	<b>553,311</b>	<b>-96,795</b>	<b>83%</b>
5400 · Insurance				
5410 · Liability Insurance	90,802	90,000	802	101%
<b>Total 5400 · Insurance</b>	<b>90,802</b>	<b>90,000</b>	<b>802</b>	<b>101%</b>
5500 · Utilities				
5510 · Garbage	38,087	39,750	-1,663	96%
5520 · Gas and Electric	140,000	146,250	-6,250	96%
5530 · Water	21,734	24,000	-2,266	91%
5540 · Sewer	29,566	30,000	-434	99%
<b>Total 5500 · Utilities</b>	<b>229,387</b>	<b>240,000</b>	<b>-10,613</b>	<b>96%</b>
5600 · Operating Supplies				
5610 · Vehicles	5,611	10,350	-4,739	54%
5625 · Operations	12,388	15,750	-3,362	79%
<b>Total 5600 · Operating Supplies</b>	<b>17,999</b>	<b>26,100</b>	<b>-8,101</b>	<b>69%</b>
5700 · Depreciation	353,998	354,375	-378	100%
5800 · Repairs & Maintenance				
5810 · Vehicles	216	2,313	-2,097	9%
5830 · Equip Rental	3,889	6,471	-2,582	60%
5850 · Repair Materials	52,390	58,725	-6,335	89%
5860 · Outside Service Contracts	35,515	52,500	-16,985	68%
5870 · Derelict Disposal	116	22,500	-22,384	1%
<b>Total 5800 · Repairs &amp; Maintenance</b>	<b>92,126</b>	<b>142,509</b>	<b>-50,383</b>	<b>65%</b>
5900 · Financial Expenses				
5920 · Bank Service Charges	5,582	2,700	2,882	207%
5990 · Bad Debt	17,000	16,050	950	106%
<b>Total 5900 · Financial Expenses</b>	<b>22,582</b>	<b>18,750</b>	<b>3,832</b>	<b>120%</b>
<b>Total · MARINA EXPENSES</b>	<b>1,421,313</b>	<b>1,577,735</b>	<b>-156,423</b>	<b>90%</b>
<b>Net Ordinary Income - Marina Operations</b>	<b>216,473</b>	<b>26,212</b>	<b>190,261</b>	<b>826%</b>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	Jul '17 - Mar 18	Budget	\$ Over Budget	% of Budget
<b>4400 · LEASE AND OTHER INCOME</b>				
<b>4050 · Trust Lands Lease Revenue</b>				
4051 · Dynegy Outfall	48,887	48,887	0	100%
4052 · MBARI - MARS Cable		1,285	-1,285	
4053 · MBARI	20,166	20,168	-2	100%
<b>Total 4050 · Trust Lands Lease Revenue</b>	69,053	70,340	-1,287	98%
<b>4500 · Leases</b>				
<b>4501 · K-Pier Lease</b>				
<b>4502 · Cannery Building</b>				
4504 · Suite 3	64,597	64,916	-319	100%
4510 · Suite 6	19,114	19,211	-97	99%
4511 · Suite 1 & 10	13,143	13,205	-62	100%
4515 · Suite 4	62,472	62,782	-310	100%
4517 · Suite 2	23,360	23,472	-112	100%
4518 · Suite 5	17,999	18,334	-335	98%
4523 · Canary NNN	22,793	22,500	293	101%
<b>Total 4502 · Cannery Building</b>	223,478	224,420	-942	100%
4530 · RV Lot	23,950	24,068	-118	100%
4540 · Martin & Mason	25,335	23,587	1,748	107%
<b>4560 · North Harbor</b>				
4562 · Sea Harvest	27,104	28,500	-1,396	95%
4568 · Monterey Bay Kayaks	13,461	26,250	-12,789	51%
4572 · Pottery Planet	9,740	30,000	-20,260	32%
<b>Total 4560 · North Harbor</b>	50,305	84,750	-34,445	59%
<b>Total 4500 · Leases</b>	323,068	356,825	-33,757	91%
<b>4600 · District Property Taxes</b>	167,532	100,000	67,532	168%
<b>4700 · Other Revenues &amp; Concessions</b>				
4125 · Amenity Fee	217,797	213,863	3,934	102%
<b>4710 · Vending Activities</b>				
4711 · Washer/Dryer	8,760	5,600	3,160	156%
4712 · Soda	163	400	-237	41%
<b>Total 4710 · Vending Activities</b>	8,923	6,000	2,923	149%
4720 · Dry Storage	44,946	45,593	-647	99%
4725 · North Harbor Use Fee	52,916	42,000	10,916	126%
4727 · Key Sales	5,172	5,662	-490	91%
4730 · NH Washdown	889	1,500	-611	59%
4735 · Camp/RV	1,757	2,700	-943	65%
4740 · Equipment Rental		350	-350	
4751 · Permits	5,514	8,500	-2,986	65%
4765 · Faxes, Copies & Postage	9	35	-26	26%
4770 · Surplus Auction/Sales		50	-50	
<b>Total 4700 · Other Revenues &amp; Concessions</b>	337,923	326,253	11,670	104%

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	<u>Jul '17 - Mar 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>4800 · Interest</b>				
4841 · Union Bank Interest	352	150	202	235%
4843 · First Capital Bank	2,058	1,125	933	183%
4845 · SBB Interest	120			
4846 · Umpqua Interest	1,009	563	446	179%
<b>Total 4800 · Interest</b>	<u>3,539</u>	<u>1,838</u>	<u>1,701</u>	<u>193%</u>
<b>Total 4400 · LEASE AND OTHER INCOME</b>	<u>901,115</u>	<u>855,256</u>	<u>45,859</u>	<u>105%</u>
<b>7000 · LEASE AND OTHER EXPENSES</b>				
<b>7100 · Interest Expense</b>				
7134 · Umpqua Accrued Interest	82,554	82,554	0	100%
<b>Total 7100 · Interest Expense</b>	<u>82,554</u>	<u>82,554</u>	<u>0</u>	<u>100%</u>
<b>7200 · Other Financial Expenses</b>				
7221 · CSDA Dues	6,358	6,050	308	105%
7230 · LAFO Administrative Charges	6,411	6,411		100%
<b>Total 7200 · Other Financial Expenses</b>	<u>12,769</u>	<u>12,461</u>	<u>308</u>	<u>102%</u>
<b>5700 · Depreciation</b>	353,998	354,375	-378	100%
<b>7300 · Commissioner Expenses</b>				
7320 · Monthly Stipend	10,500	9,000	1,500	117%
7321 · Employer Payroll Taxes	803	900	-97	89%
7330 · Incurred Expenses	1,229	1,350	-121	91%
<b>Total 7300 · Commissioner Expenses</b>	<u>12,532</u>	<u>11,250</u>	<u>1,282</u>	<u>111%</u>
<b>Total 7000 · LEASE AND OTHER EXPENSES</b>	<u>461,853</u>	<u>460,640</u>	<u>1,213</u>	<u>100%</u>
<b>Net Ordinary Income - Lease &amp; Other Operations</b>	<u>439,263</u>	<u>394,616</u>	<u>44,647</u>	<u>111%</u>
<b>Net Ordinary Income - Combined Operations</b>	<u>655,735</u>	<u>420,828</u>	<u>234,907</u>	<u>156%</u>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	<u>Jul '17 - Mar 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>8001 · Cost Reimbursements</b>				
8101 · Revenue from reimbursements	205,189	150,000	55,189	137%
8201 · Reimbursable expenses	-52,847	150,000	-202,847	-35%
<b>Total 8001 · Cost Reimbursements</b>	<u>152,342</u>	<u>300,000</u>	<u>-147,658</u>	<u>51%</u>
<b>Total Other Income</b>	152,342	300,000	-147,658	51%
<b>Other Expense</b>				
<b>9000 · CAPITAL PROJECT EXPENSES</b>				
5880 · Dredging	104,418	750,000	-645,582	14%
9053 · Dock Maintenance	11,255	30,000	-18,745	38%
9054 · Sea Lion Deterrent Fencing		20,000	-20,000	
9125 · North Harbor Parking Lot LTG	2,700			
9250 · Security Camera		5,000	-5,000	
9305 · Piling Replacement Proj. - Dist	6,593			
9309 · New NH Building	839,558	2,700,000	-1,860,442	31%
9310 · NH Hotel	39,740			
9430 · NH Restoration	139,197			
9750 · Office Computers	1,157	25,000	-23,843	5%
9800 · Dock Replacement	29,058	150,000	-120,942	19%
<b>Total 9000 · CAPITAL PROJECT EXPENSES</b>	<u>1,173,676</u>	<u>3,680,000</u>	<u>-2,506,324</u>	<u>32%</u>
<b>Total Other Expense</b>	1,173,676	3,680,000	-2,506,324	32%
<b>Net Other Income</b>	<u>-1,021,334</u>	<u>-3,380,000</u>	<u>2,358,666</u>	<u>30%</u>
<b>Net Income</b>	<u><u>-365,599</u></u>	<u><u>-2,959,172</u></u>	<u><u>2,593,573</u></u>	<u><u>12%</u></u>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
**July 2017 through March 2018**

	<u>Jul '17 - Mar 18</u>	<u>Jul '16 - Mar 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · MARINA REVENUES</b>				
<b>4100 · Berthing Income</b>				
4110 · Assigned Berthing	1,207,754	1,169,274	38,480	3%
4112 · Qtrly/Annual Discount	-1,626	-2,861	1,235	43%
4113 · Commercial Vessel Dscnt	-9,567	-9,954	387	4%
4114 · Away (1 mnth) Dscnt	-1,025	-536	-489	-91%
4115 · Temporary Berthing	204,613	208,804	-4,191	-2%
4120 · Liveaboard Fees	87,295	90,156	-2,861	-3%
4130 · Transient Berthing	14,885	25,214	-10,329	-41%
4220 · Wait List	6,975	7,662	-687	-9%
4260 · Towing - Intra Harbor	150	300	-150	-50%
4270 · Pumpouts	400	1,000	-600	-60%
4280 · Late Fees	29,150	22,798	6,352	28%
4282 · Recovered Lien Costs	420	1,220	-800	-66%
<b>Total 4100 · Berthing Income</b>	<u>1,539,424</u>	<u>1,513,077</u>	<u>26,347</u>	<u>2%</u>
<b>4200 · Other Income - Operations</b>				
4225 · Merchandise	321	1,656	-1,335	-81%
4230 · SH Parking	89,468	67,047	22,421	33%
4285 · Dog Fee	1,040	1,115	-75	-7%
4290 · Misc	7,532	50	7,482	14,964%
<b>Total 4200 · Other Income - Operations</b>	<u>98,361</u>	<u>69,868</u>	<u>28,493</u>	<u>41%</u>
<b>Total 4000 · MARINA REVENUES</b>	<u>1,637,785</u>	<u>1,582,945</u>	<u>54,840</u>	<u>3%</u>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

Expense	Jul '17 - Mar 18	Jul '16 - Mar 17	\$ Change	% Change
<b>5200 · General &amp; Administrative</b>				
5100 · Advertising	2,533	5,790	-3,257	-56%
5210 · Dues & Subscriptions	7,985	6,585	1,400	21%
5220 · Office Supplies				
5223 · Administration	5,093	2,539	2,554	101%
5225 · Operations	7,836	3,424	4,412	129%
<b>Total 5220 · Office Supplies</b>	<b>12,929</b>	<b>5,963</b>	<b>6,966</b>	<b>117%</b>
5230 · Postage & Equip Lease				
5232 · Meter Lease	517	387	130	34%
5235 · Postage	1,274	65	1,209	1,860%
<b>Total 5230 · Postage &amp; Equip Lease</b>	<b>1,791</b>	<b>452</b>	<b>1,339</b>	<b>296%</b>
5240 · Copier Lease & Supplies				
5242 · Copier Lease	3,081	2,940	141	5%
<b>Total 5240 · Copier Lease &amp; Supplies</b>	<b>3,081</b>	<b>2,940</b>	<b>141</b>	<b>5%</b>
5250 · Telephone & Communications				
5253 · Administration	8,791	8,187	604	7%
5255 · Operations	1,026	636	390	61%
<b>Total 5250 · Telephone &amp; Communications</b>	<b>9,817</b>	<b>8,823</b>	<b>994</b>	<b>11%</b>
5260 · Professional Services				
5262 · Accounting	32,712	29,977	2,735	9%
5263 · Audit fees	15,000	14,500	500	3%
5265 · Legal	51,993	144,529	-92,536	-64%
5268 · Computer Consulting	340	2,986	-2,646	-89%
5269 · Payroll Processing	2,757	2,590	167	6%
<b>Total 5260 · Professional Services</b>	<b>102,802</b>	<b>194,582</b>	<b>-91,780</b>	<b>-47%</b>
5270 · Licenses & Permits		10	-10	-100%
5290 · Credit Card Fees	15,586	9,003	6,583	73%
5921 · Internet Billing Service	1,379	1,369	10	1%
<b>Total 5200 · General &amp; Administrative</b>	<b>157,903</b>	<b>235,517</b>	<b>-77,614</b>	<b>-33%</b>
<b>5300 · Personnel</b>				
5310 · Salaries				
5313 · Administration	175,838	186,903	-11,065	-6%
5315 · Operations	95,269	93,835	1,434	2%
5318 · Maintenance	65,924	60,479	5,445	9%
<b>Total 5310 · Salaries</b>	<b>337,031</b>	<b>341,217</b>	<b>-4,186</b>	<b>-1%</b>
5330 · Payroll Taxes				
5333 · Administration	11,236	14,262	-3,026	-21%
5335 · Operations	7,686	14,275	-6,589	-46%
5338 · Maintenance	4,966	4,676	290	6%
<b>Total 5330 · Payroll Taxes</b>	<b>23,888</b>	<b>33,213</b>	<b>-9,325</b>	<b>-28%</b>
5340 · Employee Benefits				
5343 · Administration	47,034	54,805	-7,771	-14%
5345 · Operations	6,781	18,417	-11,636	-63%
5348 · Maintenance	29,415	33,311	-3,896	-12%

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	Jul '17 - Mar 18	Jul '16 - Mar 17	\$ Change	% Change
<b>Total 5340 · Employee Benefits</b>	83,230	106,533	-23,303	-22%
<b>5350 · Workers Compensation</b>				
5353 · Administration	2,036	2,700	-664	-25%
5355 · Operations	4,696	5,283	-587	-11%
5358 · Maintenance	5,336	6,003	-667	-11%
<b>Total 5350 · Workers Compensation</b>	12,068	13,986	-1,918	-14%
<b>5360 · Education &amp; Training</b>				
5363 · Administration	299	429	-130	-30%
5365 · Operations		1,009	-1,009	-100%
<b>Total 5360 · Education &amp; Training</b>	299	1,438	-1,139	-79%
<b>Total 5300 · Personnel</b>	456,516	496,387	-39,871	-8%
<b>5400 · Insurance</b>				
5410 · Liability Insurance	90,802	94,568	-3,766	-4%
<b>Total 5400 · Insurance</b>	90,802	94,568	-3,766	-4%
<b>5500 · Utilities</b>				
5510 · Garbage	38,087	38,512	-425	-1%
5520 · Gas and Electric	140,000	150,000	-10,000	-7%
5530 · Water	21,734	19,223	2,511	13%
5540 · Sewer	29,566	25,062	4,504	18%
<b>Total 5500 · Utilities</b>	229,387	232,797	-3,410	-1%
<b>5600 · Operating Supplies</b>				
5610 · Vehicles	5,611	5,459	152	3%
5625 · Operations	12,388	14,424	-2,036	-14%
<b>Total 5600 · Operating Supplies</b>	17,999	19,883	-1,884	-9%
<b>5700 · Depreciation</b>	353,998	353,998		
<b>5800 · Repairs &amp; Maintenance</b>				
5810 · Vehicles	216	354	-138	-39%
5830 · Equip Rental	3,889	2,502	1,387	55%
5850 · Repair Materials	52,390	22,528	29,862	133%
5860 · Outside Service Contracts	35,515	64,453	-28,938	-45%
5870 · Derelict Disposal	116	128	-12	-9%
<b>Total 5800 · Repairs &amp; Maintenance</b>	92,126	89,965	2,161	2%
<b>5900 · Financial Expenses</b>				
5920 · Bank Service Charges	5,582	3,055	2,527	83%
5990 · Bad Debt	17,000	14,875	2,125	14%
<b>Total 5900 · Financial Expenses</b>	22,582	17,930	4,652	26%
<b>Total · MARINA EXPENSES</b>	1,421,313	1,541,045	-119,732	-8%
<b>Net Ordinary Income - Marina Operations</b>	216,473	41,901	174,572	417%

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	Jul '17 - Mar 18	Jul '16 - Mar 17	\$ Change	% Change
<b>4400 · LEASE AND OTHER INCOME</b>				
<b>4050 · Trust Lands Lease Revenue</b>				
4051 · Dynegy Outfall	48,887	47,458	1,429	3%
4052 · MBARI - MARS Cable		1,285	-1,285	-100%
4053 · MBARI	20,166	19,080	1,086	6%
<b>Total 4050 · Trust Lands Lease Revenue</b>	69,053	67,823	1,230	2%
<b>4500 · Leases</b>				
4501 · K-Pier Lease		5,558	-5,558	-100%
<b>4502 · Cannery Building</b>				
4504 · Sulte 3	64,597	62,709	1,888	3%
4510 · Suite 6	19,114	18,555	559	3%
4511 · Suite 1 & 10	13,143	12,759	384	3%
4515 · Sulte 4	62,472	60,647	1,825	3%
4517 · Suite 2	23,360	22,677	683	3%
4518 · Sulte 5	17,999	17,707	292	2%
4523 · Canary NNN	22,793	24,141	-1,348	-6%
<b>Total 4502 · Cannery Building</b>	223,478	219,195	4,283	2%
4530 · RV Lot	23,950	23,250	700	3%
4540 · Martin & Mason	25,335	22,898	2,437	11%
4541 · SH Spare Office		1,772	-1,772	-100%
<b>4560 · North Harbor</b>				
4562 · Sea Harvest	27,104	26,060	1,044	4%
4568 · Monterey Bay Kayaks	13,461	41,472	-28,011	-68%
4572 · Pottery Planet	9,740	28,366	-18,626	-66%
<b>Total 4560 · North Harbor</b>	50,305	95,898	-45,593	-48%
<b>Total 4500 · Leases</b>	323,068	368,571	-45,503	-12%
4600 · District Property Taxes	167,532	157,657	9,875	6%
<b>4700 · Other Revenues &amp; Concessions</b>				
4125 · Amenity Fee	217,797	211,900	5,897	3%
<b>4710 · Vending Activities</b>				
4711 · Washer/Dryer	8,760	7,902	858	11%
4712 · Soda	163	431	-268	-62%
<b>Total 4710 · Vending Activities</b>	8,923	8,333	590	7%
4720 · Dry Storage	44,946	41,776	3,170	8%
4725 · North Harbor Use Fee	52,916	37,719	15,197	40%
4727 · Key Sales	5,172	4,636	536	12%
4730 · NH Washdown	889	723	166	23%
4735 · Camp/RV	1,757	3,795	-2,038	-54%
4740 · Equipment Rental				
4751 · Permits	5,514	5,285	229	4%
4765 · Faxes, Copies & Postage	9	38	-29	-76%
<b>Total 4700 · Other Revenues &amp; Concessions</b>	337,923	314,205	23,718	8%

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
July 2017 through March 2018

	<u>Jul '17 - Mar 18</u>	<u>Jul '16 - Mar 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>4800 · Interest</b>				
4841 · Union Bank Interest	352	73	279	382%
4843 · First Capital Bank	2,058	2,316	-258	-11%
4845 · SBB Interest	120	199	-79	-40%
4846 · Umpqua Interest	1,009	1,007	2	0%
<b>Total 4800 · Interest</b>	<u>3,539</u>	<u>3,595</u>	<u>-56</u>	<u>-2%</u>
<b>Total 4400 · LEASE AND OTHER INCOME</b>	<u>901,115</u>	<u>911,851</u>	<u>-10,736</u>	<u>-1%</u>
<b>7000 · LEASE AND OTHER EXPENSES</b>				
<b>7100 · Interest Expense</b>				
7134 · Umpqua Accrued Interest	82,554	87,352	-4,798	-5%
<b>Total 7100 · Interest Expense</b>	<u>82,554</u>	<u>87,352</u>	<u>-4,798</u>	<u>-5%</u>
<b>7200 · Other Financial Expenses</b>				
7221 · CSDA Dues	6,358	6,026	332	6%
7230 · LAFO Administrative Charges	6,411	5,589	822	15%
<b>Total 7200 · Other Financial Expenses</b>	<u>12,769</u>	<u>11,615</u>	<u>1,154</u>	<u>10%</u>
<b>5700 · Depreciation</b>	<u>353,998</u>	<u>353,998</u>		
<b>7300 · Commissioner Expenses</b>				
7320 · Monthly Stipend	10,500	5,400	5,100	94%
7321 · Employer Payroll Taxes	803	414	389	94%
7330 · Incurred Expenses	1,229	1,768	-539	-30%
<b>Total 7300 · Commissioner Expenses</b>	<u>12,532</u>	<u>7,582</u>	<u>4,950</u>	<u>65%</u>
<b>Total 7000 · LEASE AND OTHER EXPENSES</b>	<u>461,853</u>	<u>460,547</u>	<u>1,306</u>	<u>0%</u>
<b>Net Ordinary Income</b>	<u>439,263</u>	<u>451,305</u>	<u>-12,042</u>	<u>-3%</u>
<b>Net Ordinary Income</b>	<u>655,735</u>	<u>493,205</u>	<u>162,530</u>	<u>33%</u>

**Moss Landing Harbor District**  
**Profit & Loss Budget vs. Actual**  
**July 2017 through March 2018**

	<u>Jul '17 - Mar 18</u>	<u>Jul '16 - Mar 17</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>8001 · Cost Reimbursements</b>				
8101 · Revenue from reimbursements	205,189	147,362	57,827	39%
8201 · Reimbursable expenses	-52,847	-9,206	-43,641	-474%
<b>Total 8001 · Cost Reimbursements</b>	<u>152,342</u>	<u>138,156</u>	<u>14,186</u>	<u>10%</u>
<b>Total Other Income</b>	<u>152,342</u>	<u>138,156</u>	<u>14,186</u>	<u>10%</u>
<b>Other Expense</b>				
<b>9000 · CAPITAL PROJECT EXPENSES</b>				
5880 · Dredging	104,418	6,392	98,026	1,534%
9052 · NH Wharf Entrance Repair		6,931	-6,931	-100%
9053 · Dock Maintenance	11,255		11,255	100%
9125 · North Harbor Parking Lot LTG	2,700		2,700	100%
9302 · Tsunami shoreline repairs		731,211	-731,211	-100%
9305 · Piling Replacement Proj. - Dist	6,593		6,593	100%
9309 · New NH Building	839,558	21,585	817,973	3,790%
9310 · NH Hotel	39,740		39,740	100%
9430 · NH Restoration	139,197		139,197	100%
9750 · Office Computers	1,157		1,157	100%
9800 · Dock Replacement	29,058	288,341	-259,283	-90%
<b>Total 9000 · CAPITAL PROJECT EXPENSES</b>	<u>1,173,676</u>	<u>1,054,460</u>	<u>119,216</u>	<u>11%</u>
<b>Total Other Expense</b>	<u>1,173,676</u>	<u>1,054,460</u>	<u>119,216</u>	<u>11%</u>
<b>Net Other Income</b>	<u>-1,021,334</u>	<u>-916,304</u>	<u>-105,030</u>	<u>-11%</u>
<b>Net Income</b>	<u><u>-365,599</u></u>	<u><u>-423,099</u></u>	<u><u>57,500</u></u>	<u><u>14%</u></u>

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

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
A.L. Lease	94.08	0.00	0.00	0.00	0.00	94.08
ABC Fire Protection & Safety, Inc.	685.00	0.00	0.00	0.00	0.00	685.00
ACE Hardware Prundale	0.00	8.72	0.00	0.00	0.00	8.72
Airgas	84.59	0.00	0.00	0.00	0.00	84.59
Ambient Air	0.00	1,519.13	0.00	0.00	0.00	1,519.13
Aspen Environmental Group	16,377.49	0.00	0.00	0.00	0.00	16,377.49
AT&T	149.78	0.00	0.00	0.00	0.00	149.78
Auto Care Towing	744.00	94.00	0.00	0.00	0.00	838.00
Blue Shield of California	0.00	-115.73	0.00	0.00	0.00	-115.73
Byte Technology	37.50	0.00	0.00	0.00	0.00	37.50
CalPERS	0.00	42.06	0.00	0.00	0.00	42.06
Cintas	468.47	0.00	0.00	0.00	0.00	468.47
Clean Marinas	0.00	-500.00	0.00	0.00	0.00	-500.00
Damm Good Water	66.95	0.00	0.00	0.00	0.00	66.95
Dilbeck & Sons, Inc.	254,054.02	0.00	0.00	0.00	0.00	254,054.02
Global Equipment Company	0.00	318.30	0.00	0.00	0.00	318.30
Haro, Kasunich and Assoc. Inc.	974.75	0.00	0.00	0.00	0.00	974.75
J.V. Orta's	445.50	0.00	0.00	0.00	0.00	445.50
Jarvis, Fay, Doport & Gibson, LLP	4,830.00	0.00	0.00	0.00	0.00	4,830.00
Linda G. McIntyre	0.00	-400.00	0.00	0.00	0.00	-400.00
Monterey Bay Diving	655.00	0.00	0.00	0.00	0.00	655.00
MRWPCA	0.00	0.00	-7,665.48	0.00	-6,172.40	-13,837.88
Office Depot	0.00	67.75	0.00	0.00	0.00	67.75
Office Team	676.59	0.00	0.00	0.00	0.00	676.59
Pajaro Valley Lock Shop	22.78	0.00	0.00	0.00	0.00	22.78
Pajaro/Sunny Mesa C.S.D.	1,933.96	0.00	0.00	0.00	0.00	1,933.96
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Premium Assignment Corporation	0.00	-11,454.65	0.00	0.00	0.00	-11,454.65
Principal Financial	0.00	-147.08	0.00	0.00	0.00	-147.08
Rabobank	673.86	0.00	0.00	0.00	0.00	673.86
Sanctuary Stainless	0.00	139.27	0.00	0.00	0.00	139.27
Sea Engineering, Inc.	2,682.50	0.00	0.00	0.00	0.00	2,682.50
Sealaska Engineering & Applied Sciences	0.00	10,520.15	0.00	0.00	0.00	10,520.15
Social Vocational Services, Inc.	0.00	-1,073.57	0.00	0.00	0.00	-1,073.57
Sunrise Express	0.00	0.00	48.75	0.00	0.00	48.75
U.S. Bank	2,009.22	0.00	0.00	0.00	0.00	2,009.22
VALIC	2,916.20	0.00	0.00	0.00	0.00	2,916.20
Verizon Wireless	141.67	0.00	0.00	0.00	0.00	141.67
Vision Service Plan	0.00	-102.78	0.00	0.00	0.00	-102.78
Wald, Ruhnke & Dost Architects, LP	35,193.75	0.00	0.00	0.00	0.00	35,193.75
<b>TOTAL</b>	<u><u>325,917.66</u></u>	<u><u>-21,084.43</u></u>	<u><u>-7,616.73</u></u>	<u><u>0.00</u></u>	<u><u>-6,172.40</u></u>	<u><u>291,044.10</u></u>

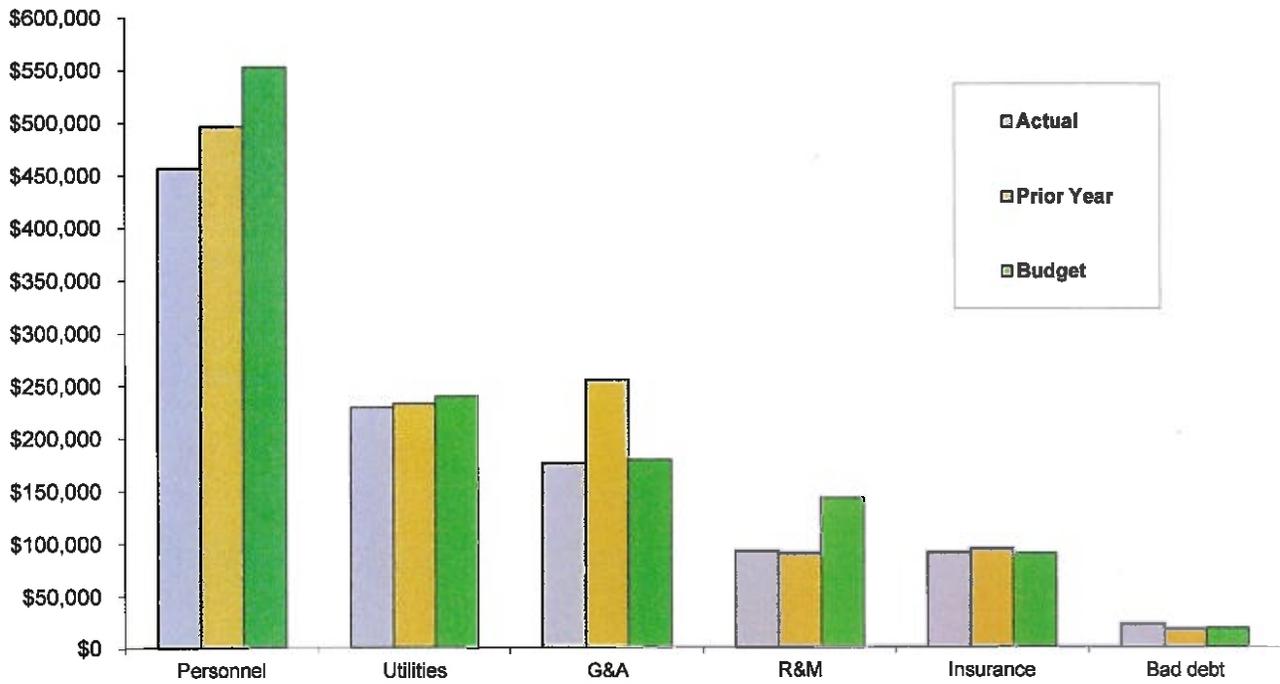
**Moss Landing Harbor District  
Warrant Listing  
As of March 31, 2018**

Type	Date	Num	Name	Amount
<b>1009 - Union - Operating</b>				
Bill Pmt -Check	03/12/2018	17921	Airgas	-77.12
Bill Pmt -Check	03/12/2018	17922	Aspen Enviornmental Group	-2,843.75
Bill Pmt -Check	03/12/2018	17923	AT&T	-510.14
Bill Pmt -Check	03/12/2018	17924	Byte Technology	-300.00
Bill Pmt -Check	03/12/2018	17925	CalPERS	-3,907.19
Bill Pmt -Check	03/12/2018	17926	Carmel Marina Corporation	-678.00
Bill Pmt -Check	03/12/2018	17927	Cintas	-460.32
Bill Pmt -Check	03/12/2018	17928	Damm Good Water	-50.90
Bill Pmt -Check	03/12/2018	17929	Dilbeck & Sons, Inc.	-248,208.63
Bill Pmt -Check	03/12/2018	17930	Haro, Kasunich and Assoc. Inc.	-3,786.25
Bill Pmt -Check	03/12/2018	17931	J.V. Orta's	-891.00
Bill Pmt -Check	03/12/2018	17932	Ken Helms	-587.00
Bill Pmt -Check	03/12/2018	17933	Konica Minolta Premier Finance	-291.49
Bill Pmt -Check	03/12/2018	17934	Linda G. McIntyre	-400.00
Bill Pmt -Check	03/12/2018	17935	Marc J. Del Piero	-2,400.00
Bill Pmt -Check	03/12/2018	17936	Marine Life Studies	-370.05
Bill Pmt -Check	03/12/2018	17937	Office Team	-1,121.72
Bill Pmt -Check	03/12/2018	17938	Pajaro Valley Lock Shop	-285.49
Bill Pmt -Check	03/12/2018	17939	Pajaro/Sunny Mesa C.S.D.	-1,692.85
Bill Pmt -Check	03/12/2018	17940	PG&E	-20,000.00
Bill Pmt -Check	03/12/2018	17941	Premium Assignment Corporation	-11,454.65
Bill Pmt -Check	03/12/2018	17942	Principal Financial	-147.08
Bill Pmt -Check	03/12/2018	17943	Rabobank	-673.86
Bill Pmt -Check	03/12/2018	17944	Royal Wholesale Electric	-383.47
Bill Pmt -Check	03/12/2018	17945	Scott Freels	-500.00
Bill Pmt -Check	03/12/2018	17946	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	03/12/2018	17947	Sunrise Express	-48.75
Bill Pmt -Check	03/12/2018	17948	Ted Shuber	-618.44
Bill Pmt -Check	03/12/2018	17949	Tom Tamshen	-75.00
Bill Pmt -Check	03/12/2018	17950	Tri County Fire Protection	-44.64
Bill Pmt -Check	03/12/2018	17951	U.S. Bank	-1,245.13
Bill Pmt -Check	03/12/2018	17952	Valero Marketing and Supply Company	-75.56
Bill Pmt -Check	03/12/2018	17953	VALIC	-2,916.20
Bill Pmt -Check	03/12/2018	17954	Veritiv Operating Company	-564.10
Bill Pmt -Check	03/12/2018	17955	Verizon Wireless	-141.87
Bill Pmt -Check	03/12/2018	17956	Vision Sevice Plan	-102.78
Bill Pmt -Check	03/12/2018	17957	Wald, Ruhnke & Dost Architects, LP	-1,748.16
Bill Pmt -Check	03/12/2018	17958	WASH	-202.08
Bill Pmt -Check	03/12/2018	17959	AT&T	-164.39
Bill Pmt -Check	03/12/2018	17960	Carmel Marina Corporation	-975.72
Bill Pmt -Check	03/12/2018	17961	Carmel Marina Corporation	-2,601.92
Bill Pmt -Check	03/13/2018	17962	Corralitos Electric	-520.00
Bill Pmt -Check	03/26/2018	17963	AT&T	-216.32
Bill Pmt -Check	03/26/2018	17964	Blue Shield of California	-115.73

**Moss Landing Harbor District  
Warrant Listing  
As of March 31, 2018**

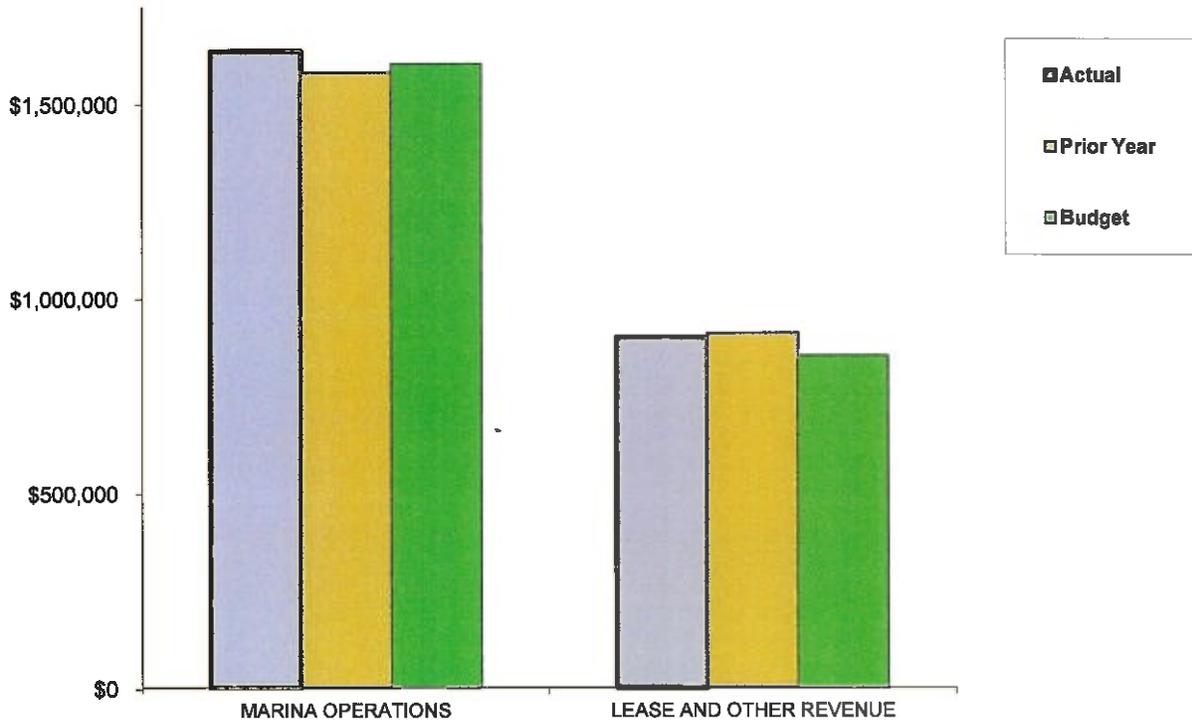
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	03/26/2018	17965	Byte Technology	-75.00
Bill Pmt -Check	03/26/2018	17966	Clean Marinas	-500.00
Bill Pmt -Check	03/26/2018	17967	Home Depot	-860.33
Bill Pmt -Check	03/26/2018	17968	Jarvis, Fay, Doportto & Gibson, LLP	-7,940.00
Bill Pmt -Check	03/26/2018	17969	MBS Business Systems	-135.72
Bill Pmt -Check	03/26/2018	17970	Office Depot	-145.89
Bill Pmt -Check	03/26/2018	17971	Office Team	-676.59
Bill Pmt -Check	03/26/2018	17972	Scott Newsome	-525.00
Bill Pmt -Check	03/26/2018	17973	Sea Engineering, Inc.	-1,725.00
Bill Pmt -Check	03/26/2018	17974	VALIC	-2,916.20
Bill Pmt -Check	03/26/2018	17975	Wald, Ruhnke & Dost Architects, LP	-8,836.62
Bill Pmt -Check	03/26/2018	17976	Wendy L. Cumming, CPA	-3,226.25
Bill Pmt -Check	03/26/2018	17977	West Marine Pro	-362.00
Bill Pmt -Check	03/28/2018	17978	Good Earth Industries	-995.00
Check	03/31/2018			-298.42
Total 1009 - Union - Operating				-344,689.34
<b>TOTAL</b>				<b>-344,689.34</b>

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

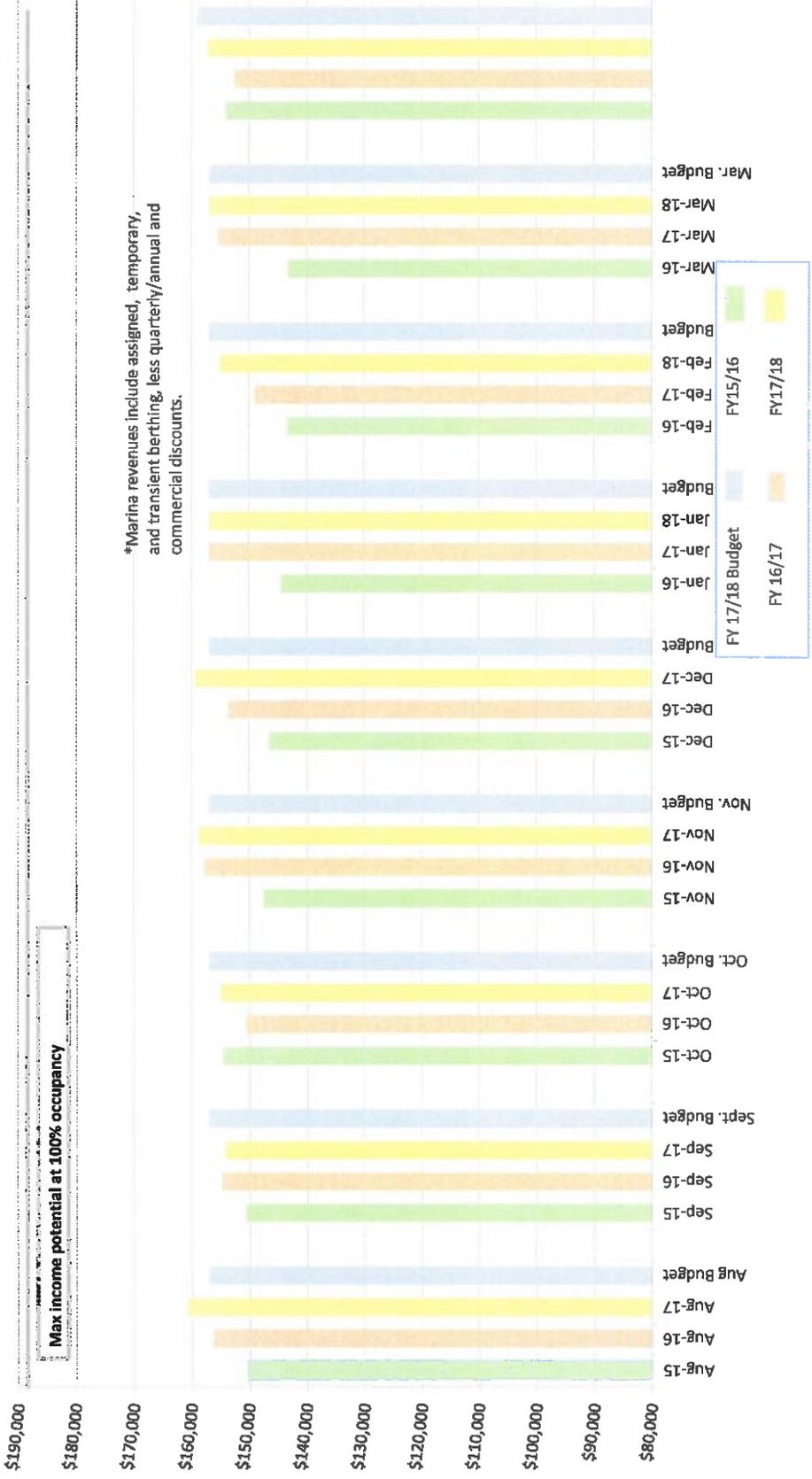


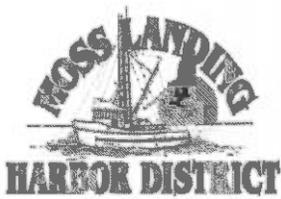
**\*\*Expenses Exclude Dredging, Depreciation and Interest Expenses\*\***

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



# Moss Landing Harbor District Marina Revenue\* (Berthing) - 3 Year Comparison





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

7881 SANDHOLDT ROAD  
MOSS LANDING, CA 95039

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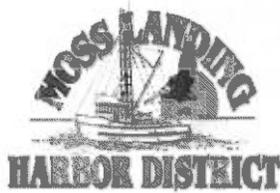
GENERAL MANAGER  
HARBORMASTER  
Linda G. McIntyre, Esq  
ASSISTANT GENERAL MANAGER  
Tommy Razzeca

## STAFF REPORT

Tommy Razzeca, Assistant General Manager

### ITEM NUMBER 3 – PROJECT STATUS BOARD MEETING OF MAY 3, 2018

- 1. Dredging project:** Our long term maintenance dredge permit is in the last throes of approval, we are waiting on USFW biological opinion which has been written but is in review before release to the USACE and CCC. Once the USACE and CCC receive the biological opinion we expect to receive our long term dredge permit. In the short term our consultant will conduct sediment sampling/analysis for determination of offshore disposal suitability. This will happen during the May/June timeframe. Once complete, and assuming the agencies agree to the disposal plan related to clean sediments, we will produce our bid documents so we can move forward with contracting a dredger and scheduling the dredge event. As of now this year's dredge event is on track to begin in the fall.
- 2. Pumpout Facility on Maintenance Dock:** After exploring several potential solutions we were able to implement an inexpensive temporary solution, the District now has pumpout service available by appointment for vessels needing to empty sanitation holding tanks.
- 3. North Harbor Building project:** The project is experiencing some slow movement due to a number of delaying factors (i.e. pouring, curing and delivering support piles; encountering and removing obstacles blocking pile driving to depth, sewer line depth, fire suppression low water pressure, PG & E scheduling, relocation of water line, etc.). However the contractor, architect and MLHD staff are working cooperatively to resolve the issues and minimize delays.
- 4. Pile Replacement/A Dock repair project:** We are currently scheduling a start date with our contractor Associated Pacific Constructors, Inc. (APC) for replacement of the A dock pile damaged by the research vessel *Rachel Carson*. If APC is willing, Staff intends to piggy back on the A dock pile driving project to complete the maintenance dock piles while APC is on site. At this time it appears that the work on the project will begin within the next 30 days or so.



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GENERAL MANAGER  
HARBORMASTER  
Linda G. McIntyre, Esq.

Assistant General manager  
Tommy Razzeca

## STAFF REPORT

### ITEM NUMBER 4 – COMMUNITY RELATIONS, REQUESTS, ISSUES BOARD MEETING OF MAY 3, 2018

1. The GM received a letter from Monterey County Elections Department advising that the cost for election services has more than doubled since the last election to between \$6 and \$8 per registered voter. There are close to 100,000 registered voters in our District so taking the median cost of \$7 per voter, we are talking about a whopping **\$700,000** price tag if more candidates are on the ballot than the seats available. That represents almost 1/3 of our annual operating budget. Obviously this will cut deeply into our revenue and require reducing or eliminating certain projects.
2. Moss Landing Harbor has been a California Certified Clean Marina for the past 10 years or so. The designation is valid for 5 years; we went through the recertification process last month during which a site inspection is made, documents are reviewed and a score issued. We passed. Moss Landing Harbor continues to be a California Certified Clean Marina for the next 5 years.
3. The Salmon Season started off slowly with pouring rain on the opening week-end and bleak fishing reports. However, the bite is on now out in the Monterey Bay and recent week-ends have seen the North Harbor parking lot overflowing with boats on trailers. The Harbor slips are at capacity as well. The sport season will go through July 2; unfortunately the commercial season will be open only during the first week in May and the last two weeks of June.

*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 5 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF MAY 3, 2018

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2018	Current	Facilities Use	01/01/2019
Monterey Bay Hydrobikes	2/4/2018	Current	Facilities Use	2/4/2019
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	Pending	Facilities Use	3/17/2019
REI Outdoor School	3/24/2018	Current	Facilities Use	3/24/2019
Fast Raft	3/28/2018	Expired	Non-Renewed	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	5/16/2017	Current	Facilities Use	5/16/2018
Kayak Connection	5/18/2017	Current	Facilities Use	5/18/2018
Sanctuary Cruises	6/7/2017	Current	Facilities Use	6/7/2018
Sea Goddess Whale Watching-Tours	6/10/2017	Current	Facilities Use	6/10/2018
Sea Goddess Whale Watching-Souvenirs	6/10/2017	Current	Peddlers	6/10/2018
MBARI-Slough Test Moorings	6/27/2017	Current	Facilities Use	6/27/2018
Elkhorn Slough Safari - Souvenirs	10/1/2017	Current	Peddlers	10/1/2018
Elkhorn Slough Safari - tours	10/1/2017	Current	Facilities Use	10/1/2018
Blue Water Ventures	10/31/2017	Current	Facilities Use	10/31/2018
Wild Fish-Vicki Crow	11/20/2017	Current	Peddlers	11/20/2018



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GENERAL MANAGER  
HARBORMASTER  
Linda G. McIntyre, Esq.

Assistant General Manager  
Tommy Razzeca

## STAFF REPORT

ITEM NUMBER 6 – MEETING ANNOUNCEMENTS  
BOARD MEETING OF MAY 3, 2018

Monterey Bay National Marine Sanctuary Advisory Council (SAC) 2018 Meeting Schedule.  
For information contact Nichole Rodriguez, [nichole.rodriguez@noaa.gov](mailto:nichole.rodriguez@noaa.gov); 831.647.4206

**June 15<sup>th</sup>**  
Cambria

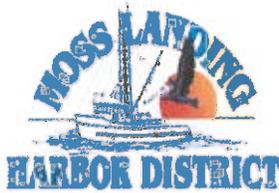
**August 17<sup>th</sup>**  
Marina

**October 19<sup>th</sup>**  
Salinas

**December 14<sup>th</sup>**  
Monterey

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>

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*



**BOARD OF HARBOR COMMISSIONERS**  
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7881 SANDHOLDT ROAD  
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417  
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**GENERAL MANAGER**  
HARBOR MASTER  
Linda G. McIntyre, Esq.  
**Assistant General Manager**  
Tommy Razzeca

## STAFF REPORT

### ITEM NUMBER 7 - LIVEBOARD REPORT BOARD MEETING OF MAY 3, 2018

Pursuant to Ordinance Code §6.110 D) 1), attached is the report containing the names of all permitted liveboard vessels and all persons living aboard. The permits for these liveboards have automatically renewed through the last day of this month. As of this writing, there is one (0) revocation action pending.

<u>Name</u>	<u>Vessel</u>
1. Anderson, T.	<i>Lanikai</i> CF 4134N
2. Brenta T.	<i>Teri Leigh</i> 936915
3. Bohigian, D.	<i>Finesse</i> , CF 3764 ET
4. Burns, P.	<i>Tralfamadore</i> , CF 9430 GL
5. Byrnes, K.	<i>Grand Slam</i> , CF 4540 FE
6. Callahan, T.	<i>Deb on Air</i> , CF 3174 HA
7. Cayuela, R.	<i>Rachel Angelet</i> , CF 6969 UB
8. Chojnowski, G/ Baker, L.	<i>Moon Shadow</i> , CF 2325 SZ
9. Clark, N.	<i>China Cloud</i> , ON 999772
10. Cloer, J./Ajuria M.	<i>Laurie</i> , CF 2688 EX
11. Chambers, B.	<i>Pyxis</i> , ON 984193
12. Comendant, T.	<i>Mariah</i> , CF 9747 GR
13. Clark D.	<i>Seaside Escape</i> CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Powers, P	No Name, CF 0333 EU
16. Elwell, G.	<i>Pearl</i> , ON 557575
17. Faneuf, C.	<i>Sandpiper</i> , CF 6280 EU
18. Felicano, J.	<i>Takara</i> , CF 3767 AS
19. Graham, D.	<i>Shelter Dog</i> , ON 593068
20. Harrington,H.	<i>Isle of View</i> , ON 997142
21. Ho, R.	<i>Carolynn Ann</i> CF 5796 FG
22. Heatley, J.	<i>Darla Jean</i> , CF 2303 UN
23. Jerred, D.	<i>Westwind</i> , CF8564 GM
24. Groom D	<i>Phoenix</i> , CF 5084 GJ
25. Jones, H.	<i>Laetare</i> , CF 5495 YB
26. Jones, T.	<i>Sanity</i> , CF 5249 SC
27. Johnson, J. /LaFever M.	<i>Aztlan</i> , ON 281903
28. Kampas,B.	<i>Tee-Time</i> 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. Phillips, A
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./P Wiseman
53. Whaley, C/ Whaley C.
54. Wolinski, Peter
55. Waters, J./Waters, M.
56. Kevin Antos/ Schmitt, M.
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  
*Auroora*, ON 676686  
*Blue Moon*, CF 1886 GT  
*Rosie II* CF 7754 GG  
*Odyle*, ON 559168  
*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  
*Karuna*, ON 653218  
*Ramona*, ON 1114657  
*No Name* CF 5670 GD  
*The Office* CF 8031 SB  
*Sea Free* ON 613387  
*Sophie* CF 0533 JL  
*Teri Leigh* ON 936915  
*Myrtle Mae*, CF 3187 FN

Total Number Vessels: 60  
 Total Number Persons: 70  
 Pending Applications -0-



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

7881 SANDHOLDT ROAD  
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GENERAL MANAGER  
 HARBORMASTER  
 Linda G. McIntyre, Esq.

Assistant General Manager  
 Tommy Razzeca

## STAFF REPORT

### ITEM NUMBER 8 - SLIP INCOME REPORT BOARD MEETING OF MAY 3, 2018

Slip Rates 2017/2018 per linear foot:

Assigned: \$7.55/ft./month  
 Temporary: \$11.65/ft./month  
 Transient: \$1.25/ft./day

### INCOME

February 2018

\$156,996

February 2017

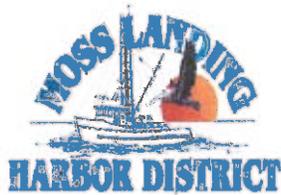
\$154,744

February 2018 Budget

\$157,261

For the month, slip income is below budget by \$265. Slip income is higher than prior year by \$2,251, due to higher assigned berthing revenue, offset by lower temporary berthing revenue.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*



**BOARD OF HARBOR COMMISSIONERS**  
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**GENERAL MANAGER**  
**HARBOR MASTER**  
Linda G. McIntyre, Esq.  
**Assistant General Manager**  
Tommy Razzeca

## **STAFF REPORT**

Tommy Razzeca, Assistant General Manager

### **ITEM 9 - INCIDENT REPORT** **BOARD MEETING OF MAY 3, 2018**

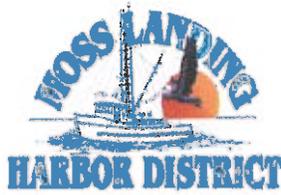
**4/8/18** A power outage caused an abandoned vessel to sink during the night. Staff was aware that the vessel was a sinking threat prior to the outage and had previously removed all hazmat from the vessel and moved it to shallow water before the sinking. Staff awaited the next minus tide and was able to pump and refloat the vessel; the vessel is scheduled for removal and demolition to take place on 4/25/18.

**4/17/18** Staff received a call from North County Fire informing us of a man having a medical emergency at the North Harbor launch ramp. The man was taken by ambulance to an area hospital where he unfortunately passed away. Staff took possession of his vessel and secured it until the man's family was able to retrieve it the following week.

**4/25/18** Staff received a call from law enforcement dispatch saying they had received a report of 2 men in a white Ford F150 hooking a strap to our pay box in the North Harbor in an attempt to pull it from the wall. Deputies were in route but would not be on scene for approximately 15mins. A staff member responded to the area and was able to stop the men before the box was removed. As the vehicle fled the area the staff member was able to get photos of the truck and license plate number and did follow the individuals while on the phone with 911 for a short distance but backed off when the pursuit became unsafe. All information was provided to deputies and an investigation is underway.

**No further incidents as of 4/26/18**

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*



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**GENERAL MANAGER/HARBOR MASTER**  
Linda G. McIntyre, Esq.

**ASSISTANT GM/ASSISTANT HM**  
Tom Razzeca

## **STAFF REPORT**

### **ITEM NUMBER 19 – PUBLIC HEARING TO CONSIDER FIXING THE FINAL BOARD MEETING OF MAY 3, 2018**

After the Board adopts a Preliminary Budget, Harbors & Navigation Code § 6093 requires the publication of a notice that the Preliminary Budget has been adopted, specifying a date not less than 30 days from the publication of the notice for the purpose of fixing the Final Budget.

The Preliminary Budget was adopted at the March 28, 2018 regular meeting, and a Notice of Adoption was published in a newspaper of general circulation on April 3, 2018 according to Code requirements. No written comments were received during the public review period and no requests were made for copies of the Preliminary Budget.

Commissioner Leonardini is the Chairman of the Ad Hoc Budget Committee and Commissioner Peggy Shirrel is Vice-chair, and they may wish to make additional comments to the Board on behalf of that Committee.

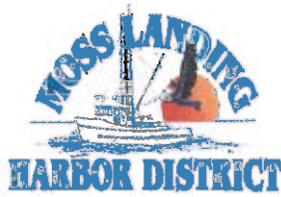
The Board should conduct a public hearing, consider making any changes, and then fix the final budget for the fiscal year 2018-2019.

Once adopted, the General Manager will provide a copy of the final budget to the Monterey County Board of Supervisors no later than August 1 in accordance with Harbors and Navigation Code §6093.3.

	A	B	C	D	FYE 6/30/15	FYE 6/30/16	FYE 6/30/17	F	G	H
	FYE 6/30/13	FYE 6/30/14	FYE 6/30/15	FYE 6/30/16	FYE 6/30/17	FYE 6/30/18	FYE 6/30/19			
	6.20/ft	6.80/ft	6.95/ft	7.15/ft	7.35/ft	7.55/ft	7.90/ft			
MOSS L...										
BUDGET F...										
Revenues										
Marina Revenues										
1 Assigned Berthing	1,391,429	1,427,124	1,528,415	1,532,803	1,562,564	1,609,161	1,619,629	245,122	242,000	245,122
2 Temporary Berthing	157,851	177,190	227,629	228,103	288,794	274,000	37,000	37,000	37,000	37,000
3 Transient Berthing	60,500	64,865	65,008	46,460	47,639	33,000	46,000	46,000	46,000	46,000
4 Qtrly/Annual Discount	(10,830)	(6,961)	(5,290)	(6,626)	(6,961)	(4,000)	(4,500)	(4,500)	(4,500)	(4,500)
5 Commercial Discount	(15,543)	(14,596)	(14,856)	(14,439)	(13,125)	(11,500)	(15,000)	(15,000)	(15,000)	(15,000)
6 Liveboard Fees	92,790	93,265	104,242	109,950	118,673	117,300	114,000	117,000	114,000	117,000
7 Intra-Harbor Towing	1,500	1,900	3,000	900	450	300	750	600	800	600
8 Pump outs	400	950	200	1,000	1,000	400	800	800	800	800
9 Non-Op Surcharge	-	-	-	-	-	-	-	-	-	-
10 Assigned Slip/LA App. Fee	8,999	10,895	10,115	8,527	9,587	9,450	7,000	9,000	7,000	9,000
11 Recovered Lien Costs	1,308	1,358	2,332	700	10,868	850	1,000	1,000	1,000	1,000
12 Late Fees	25,670	26,681	27,597	28,395	31,778	38,800	30,000	30,000	30,000	30,000
13 Total Marina Revenues	1,714,074	1,762,571	1,948,993	1,935,773	2,033,400	2,087,761	2,040,679	2,118,733	2,040,679	2,118,733
14 Trust Lands Lease Revenue										
15 MBARI - Dock	22,850	23,930	23,725	25,297	25,667	26,888	26,890	27,748	26,890	27,748
16 MBARI-MARS Cable	1,166	1,182	1,208	1,247	1,285	1,324	1,285	1,324	1,285	1,324
17 Dymco Outfall	56,418	59,830	60,390	61,795	63,595	65,183	65,183	67,269	65,183	67,269
18 Total Trust Lands Lease Revenue	80,424	84,942	85,323	88,339	90,547	93,395	93,357	96,343	93,357	96,343
19 Leases										
20 Cannery Suites - (3)	76,656	78,512	80,361	82,549	85,080	86,770	86,770	89,619	86,770	89,619
21 - (4)	74,109	75,790	77,177	79,834	81,268	83,917	83,917	86,668	83,917	86,668
22 - (1&10)	15,459	15,914	16,427	16,832	17,268	17,651	17,651	18,229	17,651	18,229
23 - (2)	27,699	28,340	28,993	29,724	30,616	31,374	31,374	32,405	31,374	32,405
24 - (5A)	-	-	2,394	9,722	9,972	10,192	10,192	10,536	10,192	10,536
25 - (5B)	-	-	7,840	13,646	13,788	15,274	15,274	15,358	15,274	15,358
26 - (6A, B & D)	37,375	41,276	23,834	24,545	25,112	25,679	25,679	26,514	25,679	26,514
27 - (7)	7,478	7,658	7,857	662	662	-	-	-	-	-
28 - (9)	7,478	7,658	7,857	662	662	-	-	-	-	-
29 - (8)	-	-	-	-	-	-	-	-	-	-
30 - K-Pier	15,220	15,628	16,063	16,498	16,933	17,368	17,368	17,803	17,368	17,803
32 Cannery NNN	64,851	39,611	65,728	13,340	38,140	30,000	30,000	30,000	30,000	30,000
33 Sea Harvest (Pacific House)	34,496	36,156	39,078	33,996	35,057	38,000	38,000	38,000	38,000	38,000
34 Pot Stop	38,352	35,449	44,500	37,862	47,081	-	40,000	40,000	40,000	40,000
35 MB Kayak	26,350	30,251	45,736	39,195	45,478	40,000	40,000	40,000	40,000	40,000
36 Martin/Mason	21,300	22,571	23,045	21,932	22,898	25,335	25,335	25,335	25,335	25,335
37 S.H. Spare Office	4,396	4,917	5,044	5,146	5,172	-	-	-	-	-
38 RV Lot	28,358	29,055	29,794	30,605	31,466	32,171	32,171	33,228	32,171	33,228
39 Total Lease Revenue	479,477	468,786	522,268	456,749	501,554	496,615	489,615	454,891	489,615	454,891
40 Revenues - Other										
41 Amenities Fee - Slip holders	245,878	254,070	263,230	286,334	281,892	290,000	285,150	275,600	285,150	275,600
42 Charter Fees	-	-	-	-	-	-	-	-	-	-
43 Dry Storage (2)-Gear & Trailer	42,225	47,831	50,809	58,454	57,318	60,796	60,796	64,000	60,796	64,000
44 North Harbor Use Fee	77,094	66,291	69,040	68,762	72,334	75,000	68,000	75,000	68,000	75,000
45 NH Boat Wash	2,739	2,919	2,855	2,945	1,718	2,500	2,500	2,500	2,500	2,500
46 SH Parking	46,346	44,872	67,945	109,592	106,321	125,000	120,000	120,000	120,000	120,000
47 Camping/RV	3,929	4,786	6,509	4,059	4,902	4,000	4,000	4,000	4,000	4,000
48 Equipment Rental	1,398	7	803	1,725	-	-	750	250	-	250
49 Facilities Use Permits	2,575	4,971	6,057	10,827	7,800	8,000	11,000	10,000	11,000	10,000
50 Vending (Soda/Laundry)	8,507	7,723	9,107	8,901	10,712	10,000	8,000	10,000	8,000	10,000
51 Merchandise - Clothing, etc.	522	592	673	1,009	1,952	560	1,000	500	1,000	500
52 Copies, Key Sales, Bid Packages, etc.	113	446	5,592	7,195	6,084	8,600	8,000	8,000	8,000	8,000
53 Grant - DBW Derelict Disposal	30,000	26,857	30,000	13,700	13,700	10,000	10,000	10,000	10,000	10,000
54 Misc. Charge/Pet fee	2,259	5,624	33,624	2,884	1,450	3,000	3,000	3,000	3,000	3,000
55 Surplus Sale & Misc., Insurance reimb.	-	-	-	-	135,242	100	100	100	100	100
56 Total Other Revenue	463,587	466,991	557,268	562,687	701,435	590,446	581,790	607,950	581,790	607,950

	A	B	C	D	F	G	H
	FYE 6/30/13	FYE 6/30/14	FYE 6/30/15	FYE 6/30/16	FYE 6/30/17	FYE 6/30/18	Budget FYE 6/30/19
MOSS LANDING HARBOR DISTRICT							
BUDGET FYE 6/30/2019							
							CPI = 3.22%
<b>57 TOTAL REVENUES</b>	<b>2,737,562</b>	<b>2,803,290</b>	<b>3,113,852</b>	<b>3,043,548</b>	<b>3,326,936</b>	<b>3,187,964</b>	<b>3,277,918</b>
<b>58 Expenses</b>							
59 Media/Publications/Advertising	14,911	12,155	3,797	2,663	6,408	5,000	5,500
60 General & Administrative	40,360	92,139	66,936	68,426	54,652	59,000	60,000
61 Accountant	38,178	37,922	34,459	34,796	38,306	38,000	40,000
62 Auditor	14,960	13,500	14,000	14,500	14,500	14,500	18,000
63 Attorney	41,923	43,490	66,010	115,328	313,228	105,000	100,000
64 Personnel	694,000	712,287	705,874	687,422	692,184	675,000	814,463
65 Insurance & Bonding	109,211	115,019	114,425	115,426	124,653	124,000	125,000
66 PG&E	193,295	162,654	218,251	223,714	230,000	210,000	210,000
67 Sewer	31,849	48,227	38,059	35,763	38,200	35,000	40,000
68 Water	26,633	30,971	28,722	32,238	26,802	30,000	32,000
69 Trash	46,072	49,072	50,241	48,044	52,392	52,000	53,000
70 Maintenance & Repairs	57,390	91,668	39,038	46,843	35,094	70,000	90,000
71 Operating Supplies	27,015	22,371	23,121	28,328	28,666	25,000	30,000
72 Outside Service Contracts	38,980	63,650	63,368	66,427	93,170	55,000	70,000
73 Bad Debt /bank charges	25,000	16,928	24,355	29,902	25,429	25,000	25,000
74 Commissioner Expenses	17,333	13,620	14,967	13,984	13,043	16,000	15,000
75 Comm Election			181,865				200,000
76 Derelict Disposal	90,318	113,078	9,790	17,020	278	200	40,000
77 LAFCO	4,781	4,677	5,303	5,637	5,569	6,411	6,411
78 CSDA	4,576	4,919	5,288	5,659	6,026	6,050	6,358
79 County EIR							
80 Dredging	1,176,600	11,534	31,001	82,602	22,750	75,000	1,000,000
81 Depreciation	766,841	949,095	945,417	920,234	924,813	945,000	945,000
82 Total Expenses	3,460,206	2,608,976	2,664,287	2,594,976	2,746,183	2,571,661	3,925,732
83 Net Operating Income (Loss)	(722,644)	194,314	449,565	448,572	580,753	616,303	(647,814)
84							
85 Interest, Tax and Other Income							
86 Interest - Pinnacle Bank CD's	4,319	3,750	350				
87 Interest - First Capital Bank	5,700	3,085	3,074	3,089	3,086	3,100	1,500
88 Interest Umpqua			1,625	1,515	1,513	1,513	1,500
89 Interest Union Bank - Trust Account							50
90 Interest Union Bank	2,190	6,571	1,938	2,678	379	618	200
91 Desal Reimbursement			53,781	131,354	200,000	200,000	200,000
92 Property Taxes	233,340	255,693	256,407	269,055	279,193	275,000	200,000
93 Total Other Income	245,549	269,099	319,175	407,691	484,171	480,231	403,250
94							
95 Interest and Other Expenses							
96 Interest - UMPQUA (includes refi. Fees)			197,713	126,402	116,185	110,072	99,407
97 Interest - CIEB	132,500	131,870	45,287				
98 Interest - DBAW	38,501	38,888	6,365				
99 Interest - Union	25,797	23,723	2,910				
100 Interest - Trust Funds							2,500
101 Interest - Municipal Finance	16,929	16,032	674				
102 CEQA-Desal Expenses reimbursable			20,705				
103 Interest - Premium Finance	800	800	800	800	200,000	200,000	200,000
104 Total Other Expenses	214,527	211,313	274,454	127,202	316,985	310,872	300,207
105							
106 NET INCOME (LOSS)	(691,622)	252,100	494,286	729,061	747,939	785,662	(544,771)
107							
108 Capital Projects							
109 Electric Panel Cabinets (3 of 6)						100,000	100,000
110 Security Camera			6,938			5,000	5,000
111 Keyless Entry	3,002						
112 Piling replacement project	571,604						\$11K each

MOSS LIONS HARBOR DISTRICT	A	B	C	D	FYE 6/30/17	F	G	H
BUDGET 10/1/2019	FYE 6/30/13	FYE 6/30/14	FYE 6/30/15	FYE 6/30/16	FYE 6/30/17	FYE 6/30/18	Budget FYE 6/30/18	Budget FYE 6/30/19
								CPI = 3.22%
113 Sea Lion Deterrent	76,575	25,970	9,545	-	38,000	25,000	25,000	Fencing and other materials
114 Dock maintenance	-	10,854	253,943	-	-	40,000	40,000	Lumber, material, electrical and floats
115 Concrete docks replacement	-	-	-	-	-	200,000	200,000	Replacement (B174-B178) Including fingers
116 Computers (incl software)	73,860	62,130	46,913	-	389,033	25,000	25,000	Replace Marine program and system maintenance
117 New NH Building	-	-	-	-	-	3,500,000	3,000,000	New North Harbor Building, Including lighting
118 NH Visitor Dock	-	-	-	-	-	400,000	400,000	Repair/replacement
119 NH Wharf entrance repair	-	-	9,070	-	12,186	-	-	
120 Sewer Lift Station	-	-	-	-	-	50,000	50,000	2 at NH, 1 at SH
121 Tsunami Erosion Repair	-	31,872	66,332	876,814	140,000	-	165,000	Through permitting
122 NH 30 Rm. Hotel	-	-	-	-	-	-	165,000	Through permitting
123 Fisherman's Dorm/Cafe	-	-	-	-	-	-	-	Roof and drywall
124 Cannery - Roof	-	5,995	10,982	-	-	-	36,000	1 replaced, 3 left to replace
125 Cannery HVAC	-	-	-	-	-	-	8,000	annually under a lease including service
126 District Vehicle	-	-	-	-	-	-	-	
127 Total Capital Requirements	725,041	143,759	396,785	1,288,033	388,000	4,345,000	4,279,000	
128								
129 Capital Project Funding								
130 Front: FEMA	1,260,461				573,712	750,000	750,000	For dredging - 2017 Atmospheric River Storms
131 General Funds	966,638				1,288,033	388,000	3,529,000	All other capital projects funded by General funds
132 Total Capital Contributions	2,227,119	143,759	396,785	1,861,745	388,000	4,345,000	4,279,000	
133 Capital Projects Budget								
134								
135 Loan Payments								
136 Loan - UMPQUA							(379,197)	Principal Payment (Unpaid balance \$3,677,571 Int. rate 2.85%)
137 Total Loan Payments							(379,197)	
138								
139 Cash Flow Reconciliation								
140 Add: Net Income (Loss)							(544,771)	
141 Add: Depreciation							945,000	
142 Plus: Loan Payments							(379,197)	
143 Net Increase (decrease) in Cash							21,032	
144								
145 Reserved Funds Allocation								
146 Capital Projects to be Funded							3,529,000	All other capital projects funded by General funds
147 Plus Net Increase (decrease) in Cash							21,032	
148								
149 From General Funds							3,550,032	Extra funds needed for capital project funds



BOARD OF COMMISSIONERS  
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Linda G. McIntyre, Esq.

ASSISTANT GM/ASSISTANT HM  
Tom Razzeca

## STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM NUMBER 20 – UPDATE - MAINTENANCE DOCK EROSION  
EMERGENCY PROJECT  
BOARD MEETING OF MAY 3, 2018

Resolution 17-01 declaring the Maintenance Dock Erosion an emergency project, adopted last year states that Staff and the Board shall review the status of the emergency at every regularly scheduled meeting to determine whether the emergency can be terminated.

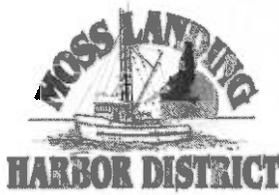
Our marine engineer Paul Roberts has reiterated his original opinion that we need to immediately work on installing bank stabilization and infilling where the bank has eroded away.

Adding to the emergency situation was the failure of the two piles holding up the ramp to the Maintenance Dock which now requires 2 new piles to be driven. Hindering our attempt at a speedy resolution, the Army Corps indicated our project does not constitute an emergency according to their definition and we had to file another application permitting the pile installation. Furthermore, an incident involving the research vessel *Rachel Carson* caused damage to District infrastructure which requires an additional pile be driven to repair that damage.

Associated Pacific Constructors Inc. is currently scheduling the A dock Pile replacement work which we will piggy back on to complete the maintenance dock piles hopefully sometime in the next 30 days or so. Once completion of the pile driving, District staff will have Don Chapin Company back on site and the project will be completed in its entirety.

The Board should indicate on the record by simple consensus that emergency conditions continue to exist and that the provisions of Resolution 17-01 should continue in full force and effect.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*



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## STAFF REPORT

ITEM NUMBER 21 – CONSIDER ADOPTING ORDINANCE 202 AMENDING THE  
DISTRICT'S FEE SCHEDULE  
BOARD MEETING OF MAY 3, 2018

When the Board fixes the final budget an Ordinance modifying the fee schedule must be adopted to coincide with the fees approved in the Budget. Attached is Ordinance No.202 reflecting the new fee schedule.

Highlights of the fees that have been changed, largely by COLA based on a CPI of 3.22% are as follows:

Assigned slip fees increased from \$7.55 to **\$7.90** per foot per month.  
Temporary slip fees increased from \$11.65 to **\$11.80** per foot per month.  
Transient slip fees remained \$1.25 per foot per day.  
Assigned-vessel pass-through Amenities fee **decreased** from \$53.50 to **\$53.00** per month.  
The monthly Liveaboard Fee was increased from \$140 per person to **\$150** per person.  
Dry storage has increased \$5 per space to **\$85, \$95 and \$105** depending on size.

The fees charged are supposed to approximate the actual value of the services or (goods) provided; however these fees in many cases are below the value of the services or (goods) provided.

Staff recommends that the Board adopt Ordinance No. 202 amending the District's Fee Schedule to reflect the new fees included in the 2018-2019 budget.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*

ORDINANCE NO. 202

AN ORDINANCE OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING CHAPTER 20 – “FEES AND CHARGES” OF THE MOSS LANDING HARBOR DISTRICT ORDINANCE CODE

WHEREAS, District is proposing to amend Chapter 20 - “Fees and Charges” of the Moss Landing Harbor District Ordinance Code through the modification, elimination and addition of certain fees and charges;

WHEREAS, District has held open and noticed budget committee meetings allowing input on the proposed changes prior to the proposed date of adoption of this Ordinance and has received comments from Board Members.

THEREFORE, BE IT ORDAINED by the Board of Harbor Commissioners of the Moss Landing Harbor District as follows:

Chapter 20 of the Moss Landing Harbor District Ordinance Code, titled “Fees and Charges,” is hereby amended in the manner set forth in Exhibit “A,” attached hereto and by this reference incorporated herein. Although Exhibit A is set forth in the underline-strikeout format for ease of reference with respect to the changes made to the Code, the final version of the same shall be incorporated into the Code with struck-out items deleted and underlining removed.

This Ordinance was introduced and adopted at a regular meeting of the Moss Landing Harbor District Board of Harbor Commissioners on May 3, 2018 to become effective July 1, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Russ Jeffries, President  
Board of Harbor Commissioners

\_\_\_\_\_  
Linda G. McIntyre, Deputy Secretary  
Board of Harbor Commissioners

**Table 20.100 - District Fee Schedule**  
**Revised July 1, ~~2017~~ 2018**

The fees and charges for services established by the Board under Section 20.100 of the Moss Landing Harbor District Ordinance Code for (A) berth rental fees, (B) District permits, and (C) services and equipment, are set forth below:

**A) Berth rental fees.** Berth rental fees for assigned, temporary, and transient berths, and for mooring in designated locations, are in the amounts set forth. Exceptions to assigned berth fees may be granted by the Board when the Board determines that conditions may warrant the suspension of the assigned berth charge or assessing a different charge against the government of the United States, or of any other nation, or otherwise is in the interest of public welfare.

1) Assigned Berth Permit Fees - Calculated on a monthly basis of ~~\$7.55~~\$7.90/foot. All vessels holding an assigned berth permit will be billed on the basis of vessel length over-all, or berth length, whichever is the greater for the berth to which the vessel is assigned. This is irrespective of the actual berth held by the vessel. Persons having an Assigned Berth shall be entitled to the following discounts:

a) Annual Payment Discount - A discount of 3% off the regular fee for payment of one year in advance. All such annual fees are due on October 1<sup>st</sup> of each year.

Should an assigned berth permit be issued subsequent to October 1<sup>st</sup> of any year, and the permittee wishes to pay the slip fee annually, a discount of 3% off the regular fee will be applied for the remaining months thru the following September 30<sup>th</sup>.

Existing annual assigned berth permittees will be entitled to a 3% discount until all annual accounts expire on September 30<sup>th</sup>, 2008.

In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without the advance payment discount prior to issuing of any refund. This discount may not be taken in addition to the Quarterly Payment Discount.

b) Quarterly Payment Discount - A discount of 3% off the regular fee for payment of 3 months in advance. In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without advance payment discount prior to issuing of any refund. This discount may not be taken in addition to the Annual Payment Discount.

c) Commercial Vessel Discount - A discount of \$.50/foot for commercial vessels defined as follows provided the owner's account is paid current:

(i) Commercial Fishing Vessel - A vessel currently licensed by the California Department of Fish and Game for commercial fishing, and currently documented by the United States Coast Guard as a fishing vessel or licensed by a state, and having landing receipts dated not more than one year prior to the date of application for commercial discount. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.

(ii) The \$5,000 landing receipt requirement is suspended during any closure of any given fishery for which the assigned slipholder has a valid permit and on which the slipholder has relied in the past to meet the provisions of this section. The suspension is valid until the fishery reopens, the slipholder allows the fishing permit to lapse, or for a period of two years, whichever first occurs. Nothing contained herein shall prohibit the District from discontinuing or reducing the discount at any time.

## EXHIBIT A

- (iii) Notwithstanding the foregoing, unless the vessel provides \$5,000 worth of landing receipts, no persons will be allowed to stay on board the vessel without a liveaboard permit applied for and issued in accordance with §6.110.
  - (iv) Commercial Passenger Vessel - A vessel currently documented by the United States Coast Guard for the carriage of passengers or licensed by a state, and having proof of commercial service in the form of receipts or IRS Form 1040, Schedule C or other such proof acceptable to the Harbormaster, and whose owner holds a current Facilities Use Permit issued by the Moss Landing Harbor District permitting the commercial use of the vessel in or from Moss Landing Harbor. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.
  - (v) Other Commercial Vessel - A vessel currently documented by the United States Coast Guard or licensed by a state, and having proof of commercial status acceptable to the Harbormaster, and whose owner holds a current Facilities Use Permit issued by the Moss Landing Harbor District permitting the commercial use of the vessel in or from Moss Landing Harbor. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.
- d) Offloading Commercial Vessel Discount – a discounted berth fee of 50¢/foot per day will be charged to commercial vessels that are not subject to an existing berthing agreement with Moss Landing Harbor that offload fish in an established commercial fish offloading facility in the Harbor, subject to providing a landing receipt for such service to the Harbor upon check-in. Such discounted fee shall be in effect for a maximum of 48 hours. Thereafter, the vessel shall be subject to standard berthing fees established by the District's fee schedule.
- e) Traveling Vessel Discount - A discount of \$1.00/foot for each full calendar month that the vessel is away from Moss Landing Harbor. This discount may only be taken if the owner or operator of the vessel notifies the harbor office on or before the 1<sup>st</sup> day of the month that the vessel will be absent for the month following.  
Except as otherwise provided for in this section the definition of "Commercial Vessel" contained in Section 2.200 remains in effect.
- 2) Temporary Berth Permit Fees - Calculated on a monthly basis of ~~\$11.65~~\$11.80/foot. All vessels holding a temporary berth permit will be billed on the basis of the berth size appropriate to the length of their vessel over-all. Fees apply whether vessel is side-tied, end-tied, in a berth or rafted. Fees apply whether or not vessel has access to utilities. Persons having a temporary berth shall be entitled to the following discount:
- a) Quarterly Payment Discount - A discount of 3% off the regular fee for payment of 3 months in advance. In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without advance payment discount prior to issuing of any refund.
- 3) Transient Berth Permit Fees - Calculated on a daily basis of \$1.25/foot. All vessels holding a transient berth permit will be billed on the basis of boat length over-all. Fees apply whether vessel is side-tied, end-tied, in a berth or rafted. Fees apply whether or not vessel has access to utilities. The minimum daily fee shall be \$10.00. No discounts.
- 4) Multi-Hull Permit Fees – Unless occupying only a single berth, catamaran type vessels shall pay 150% of the applicable berthing fees for a vessel of its length, or length of its berth, as applicable and trimaran type vessels shall pay 200% of the applicable berthing fee for a vessel of its length, or length of its berth, as applicable.
- 5) In addition to berth rental fees specified above all Assigned Berth Permittees vessels utilizing District owned or operated facilities shall be charged an AMENITY FEE in the amount of ~~\$53.50~~

EXHIBIT A

\$53.00 per month. The AMENITY FEE shall be billed on a monthly basis only without adjustment. Failure to pay in accordance with your berthing agreement will result in disconnection of power to your vessel.

6) Liveaboard Fee: Liveaboards, as defined by §6.110 shall pay a fee of ~~\$140.00~~ \$150.00 per person per month.

7) Pet Fee: Any berther or regular visitor of the Harbor District or regular visitor of a berther who brings a pet onto District property shall pay a monthly fee of \$5.00 per pet.

B) **District permits.** Permit application fees and permit fees are in the amounts set forth below. Applications for construction permits, rental business permits, short-term facilities use permit, and special activities use permits shall be accompanied by the CEQA review deposit described in paragraph C of this Table 20.100.

Permit	Application Fee	Permit Fee
Construction Permit	Actual cost to District. Payable per application form. CEQA review fee is also required.	None. Lease or License may be required as condition of permit.
Access/Use Permit Trailered Vessels, Includes 12 hours Parking		Daily Permit - \$17.00 per In and Out. Annual Permit - \$160.00 per calendar year. Vessels – Launch Only; \$11.00
Access/Use Permit PWC and Kayaks only; Includes 12 hours Parking		\$11.00 per day (Vehicle + a PWC/Kayak) \$140.00 per calendar year. Additional PWC/ Kayak – Launch Access Only; \$6.00 Annual Launch Access Only - \$62.00
Parking Permit Assigned vessel receives one "free" Assigned Parking Permit <u>unless owner has Handicap Placard or sticker which is automatically free.</u>	None	Temporary and Transient Vessels and other persons having business in the Harbor or any additional liveaboard - \$100.00 per month. Daily Parking \$8.00; \$15.00/24 hrs. Boat Trailer Parking overnight in certain areas as designated by General Manager - \$10.00
Living Aboard Permit Required By All Assigned Vessels With One or More Persons Living Aboard Except Commercial Fishing Vessels, Transient Vessels	\$250.00 – One time application processing fee	<del>\$140.00</del> <u>\$150.00</u> per person per month.
Recreational Vehicle Park (Only available through District if commercial RV Park is full)	None.	Self-contained vehicles only on unimproved site. \$50.00 per night. Failure to pay will result in removal of vehicle at owner's expense.
Amenity Fee		<del>\$53.50</del> <u>\$53.00</u> per month

EXHIBIT A

Peddling Permit – Goods or Services with Principal Place of Business Being off Site.	\$250.00 application fee	\$250.00 <del>payable @ \$62.50 quarterly;</del> <del>nonrefundable.</del> <u>Per year</u>
Facilities Use Permit	\$250.00 application fee plus appropriate CEQA review fee if use is not exempt from CEQA.	\$250.00 per year. Lease or license may be required as a condition of permit.
Special Activities Use Permit	\$250.00 application fee plus appropriate CEQA review fee if use is not exempt from CEQA.	\$250.00
Pet Permit		\$5.00 per month per pet.

C) **District services and equipment.** Persons utilizing the below-described District services and equipment shall pay the fee shown below. Persons utilizing other District services required by this Code shall pay the amount of expenses actually incurred by the District to provide the service. Examples include but are not limited to the expense under Section 6.120.B.2 of a surveyor to determine a vessel unseaworthy, the District’s costs and expenses under Section 14.150.C for refuse removal. Use of District equipment shall be in the discretion of the General Manager and persons utilizing such equipment will be required to execute a written waiver of liability in advance of such use.

Service/Equipment	Fee
Pass-through credit card transaction fee	\$7.00 per transaction added to all payments made to District using MasterCharge or Visa.
Appeal to the Board (Sec. 24.100)	\$25.00 filing fee
Berth Exchange Between Two Assigned Berth Holders (Sections 6.024 and 6.026)	\$25.00 processing fee for berth exchange between two assigned berth holders to be split between applicants.
Berth Rental Security Deposit (assigned berth) (Section 6.022.B.1.a.)	\$500.00
Assigned Slip and Liveaboard Waiting List (Sec. 6.050.C.1 and (E))	<p>\$75.00 waiting list fee payable annually in January. An assigned vessel that intends to be away for one year or greater may give up its berth and be assigned to the highest position on the waiting list by payment of an annual fee equal to one month's berthing fee in advance and without discount. In the case of multiple vessels utilizing this provision Section 6.050(B) shall apply.</p> <p>The aforementioned \$75 assigned slip wait list application fee shall be waived in the event slips in the size category being applied for are available immediately.</p> <p>Notwithstanding the foregoing fee waiver, the applicant will be required to complete the wait list application for administrative and documentary tracking purposes.</p>
CEQA Review - Sections 20.240 and 22.220	<del>\$60.00</del> <u>\$75.00</u> deposit for project application subject to review by General Manager. \$500 deposit for project

## EXHIBIT A

Service/Equipment	Fee
	application subject to review by Board. Additional fees in amount actually incurred by the District for consultant, studies, public notices, etc. (See Section 20.240.)
Copies of Code Amendments – Section 1.200(B)(9)	\$1.00 for first page, \$0.15 for each additional page. Fees waived for official distribution copies per Ordinance Code.
Copies of Public Records – Section 20.210	\$1.00 for first page, \$0.15 for each additional page. Must complete request. Fees may be waived for official copies.
Dry Storage Space Rental – Section 12.300	Palletized or Unitized storage of materials or gear. . Loose gear or materials must be secured on pallets and stacked not more than 8 feet high. Vehicles including boats on trailers; current registration required. Inoperable vehicle registration or immobile vehicles not allowed. 10' X 20' = <del>\$80.00</del> <u>\$85.00</u> 10' X 30' = <del>\$90.00</del> <u>\$95.00</u> 10' X 40' = <del>\$100.00</del> <u>\$ 105.00</u>
Small Barge	\$115.00 per hour or fraction thereof for equipment and 1 employee, 1 hour minimum.
Skiff	\$150.00 per hour or fraction thereof for equipment and 1 employee, 1 hour minimum.
Forklift	\$75.00 per hour or fraction thereof including 1 employee, 1 hour minimum.
Truck	\$200.00 per hour or fraction thereof for equipment and 2 employees, 1 hour minimum.
Floating Barge/Crane (Requires skiff at separate skiff fee)	\$200.00 per hour or fraction thereof for equipment and 2 employees (skiff separate), 1 hour minimum.
Miscellaneous Equipment	As determined by the General Manager.
Pumpout	\$200.00 per hour or fraction thereof for 1 pump and 1 employee; \$100.00 per hour or fraction thereof for each additional pump with employee, 1 hour minimum.
Refloating of Sunken Vessel	The greater of \$800 or actual costs.
Towing Outside the Harbor (for non-emergency in Elkhorn Slough)	\$250.00 per hour or fraction thereof for one boat and two employees. Time begins when boat leaves berth. Time ends when boat returns to berth. 2 hour minimum.
Towing Within the Harbor	\$150.00 one way - includes 1 boat and two employees. \$100.00 per hour for each additional boat with employee, 1 hour minimum.
District Vehicle	\$75.00 per hour or fraction thereof for vehicle and 1 employee, 1 hour minimum.
District Personnel	\$70.00 per hour or fraction thereof per employee during normal business hours; \$100.00 per overtime hour or

## EXHIBIT A

Service/Equipment	Fee
	fraction thereof per employee, 1 hour minimum.
Phone Installation	\$90.00 flat fee (installation only, any repairs refer above to District personnel for hourly rate)
Inoperable Vessel Mooring Surcharge - Sec. 6.120.C	\$175.00 per month until the vessel is made operable, or is removed from the Harbor, pro-rated for periods less than 1 month. Surcharge begins at the expiration of the 30-day period.
Key Issuance	<p>Metal keys - \$25.00 per key deposit. Deposit will be forfeited if key not returned within 60 days of departure.</p> <p>Magnetic keys - \$10 per key purchase price. District may repurchase in its discretion in an amount based on condition.</p> <p>Magnetic key fobs - \$12 per fob purchase price. District may repurchase in its discretion in an amount based on condition.</p>
Returned Check, Non-Sufficient Funds	\$25.00 per check.
Late Payment Handling Charge - Section 20.010(C)(2)	\$30.00 per occurrence on balances of \$90.00 or more.
Mailed Notices - Chapter 24.200 A) 2) a) (ii)	\$5.00 per individual notice; Fees waived for official distribution required by Brown Act, or to other agencies, or committee members.



**BOARD OF HARBOR COMMISSIONERS**  
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**Assistant General Manager**  
Tommy Razzeca

## STAFF REPORT

ITEM NUMBER 22 – CONSIDER RESOLUTION 18-08 CALLING AN ELECTION  
BOARD MEETING OF MAY 3, 2018

Pursuant to Sections 10509 et. Seq. of the Elections Code, the Commissioners of the Moss Landing Harbor District must (1) call the election to be held on November 6, 2018 for the purpose of electing successors to the terms of office which will expire in January 2019; (2) pursuant to Section 13307 of the Elections Code, the Board needs to determine who will pay the cost of the candidate's statement and to fix the maximum number of words to be submitted; (3) the Board should consider authorizing the General Manager to execute the attached Service Agreement to reimburse the Elections Department approximately \$700,000 to perform services relating to the election pursuant to §10002 of the Elections Code .

There will be a total of three (3) offices within the District to be filled at the November 2018 election for 4-year terms that will expire in January 2023, which are now filled by the following Board Members:

The Honorable Antone Tony Leonardini

The Honorable Vincent Ferrante

The Honorable James R. Goulart

As in previous elections, it is recommended that the candidates pay the cost of the candidate's statement and that the statement not exceed 200 words in length.

After considering the Service Agreement mentioned in (3) above, Staff recommends the Board adopt Resolution No. 18-08 ordering the November 6, 2018 District Election.

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION  
SERVICES BETWEEN **MOSS LANDING HARBOR DISTRICT** AND  
MONTEREY COUNTY REGISTRAR OF VOTERS

**NOVEMBER 6, 2018**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between **MOSS LANDING HARBOR DISTRICT** and Monterey County Registrar of Voters (hereinafter referred to as Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the purpose of conducting an election hereinafter described for the **MOSS LANDING HARBOR DISTRICT** (hereinafter referred to as the District);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE DISTRICT:

- 1) No later than the 88th day prior to the election the District shall submit a board approved resolution which requests the Registrar of Voters for Monterey County to conduct an election for the District on **NOVEMBER 6, 2018**, and requesting election related services of the Registrar of Voters.
- 2) The District shall submit to the Registrar of Voters in writing the exact number of offices to be voted on and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 3) The District shall prepare and deliver to the Registrar of Voters the Voter Guide information containing, as applicable, the ballot measure and tax rate statements. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than **AUGUST 16, 2018**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 23, 2018**.

- 4) The District shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the District offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 2) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the District.
- 3) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 4) The Registrar of Voters shall issue, receive and process all ballots on behalf of the District matters.
- 5) The Registrar of Voters shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 6) The Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the District regarding the District matters.
- 7) The Registrar of Voters shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the District's Election Official other than those described under "Services to be Performed by the District".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 6, 2018**.

The parties will use best efforts to perform services herein. However, in the event the Registrar of Voters is unable to perform services required under this Agreement that are beyond his control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar will provide reasonable notice, if practical, of any conditions beyond his control, including notice at least 60 days prior to **NOVEMBER 6, 2018** of vendor conditions affecting the election services. In the event a vendor does not perform, the Registrar will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Registrar of Voters, the District shall pay to the Registrar of Voters a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of District. In the event that this Agreement is terminated prematurely, the District shall pay to the Registrar a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The District shall make payment within 30 days of receipt of invoice from Registrar of Voters.

DISTRICT:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# RESOLUTION 18-08

## A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION TO BE HELD ON NOVEMBER 6, 2018

\* \* \* \* \*

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

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

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

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

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

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

**WHEREAS**, pursuant to Elections Code Section 13307, whenever an election called by a district, city or other political subdivision that has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate or the political subdivision will pay the cost of the statement, and

**WHEREAS**, Elections Code Section 15651 requires the city or district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon, and

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

**WHEREAS**, various district, county, state and other political subdivision elections may be or have been called to be held on November 8, 2016.

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** that the Board of Harbor Commissioners of the Moss Landing Harbor District hereby orders an election be called and consolidated with any and all elections also called to be held on November 6, 2018 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Moss Landing Harbor District and requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403; and

1. Pursuant to Section 13307 of the Elections Code, the District has resolved that the candidates will pay the cost of the candidate's statement. Said statement shall not exceed 200 words in length; and
2. The candidate shall submit payment to the Elections Department upon submission of the Candidate's statement.
3. That said governing body hereby requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services; and
4. That the Monterey County Elections Department conduct the election for the purpose of electing three (3) Members to the Moss Landing Harbor District Governing Board on the November 6, 2018 ballot:

SEAT	OFFICE	TERM
Antone Leonardini	Commissioner	4 Years Expiring January 2023
Vincent Ferrante	Commissioner	4 Years Expiring January 2023
James R. Goulart	Commissioner	4 Years Expiring January 2023

5. That tie votes shall be determined by Lot

\* \* \* \* \*

**CERTIFICATION**

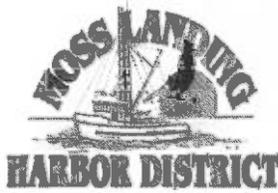
Resolution 18-08 was duly adopted by the Board of Commissioners of the Moss Landing Harbor District at a duly noticed meeting of the Board held on the 3<sup>rd</sup> day of May, 2018, a quorum present and acting throughout, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Russ Jeffries, President  
Board of Harbor Commissioners

ATTEST:

\_\_\_\_\_  
Linda G. McIntyre, Deputy Secretary  
Board of Harbor Commissioners



**BOARD OF HARBOR COMMISSIONERS**  
Russell 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



**GENERAL MANAGER**  
**HARBOR MASTER**  
Linda G. McIntyre, Esq.  
  
Assistant General Manager  
Tommy Razzeca

## **STAFF REPORT**

**ITEM NUMBER 23 – CONSIDER LEASE TO VERIDIAN ADVISERS, LLC.**  
**BOARD MEETING OF MAY 3, 2018**

Greg Muller and Norm Morales, partners in Veridian Advisors, LLC, wish to lease a portion of the first floor in the Santa Cruz Cannery Building located at 7532 Sandholdt Road for general office use under a lease agreement commencing immediately.

The space consists of approximately 460 sf on the first floor of the Santa Cruz Cannery Building previously occupied by Gregg Marine. The proposed rate is \$1.49 psf or \$685.40 per month (market rent including 2017 CPI) under terms and conditions similar to our current lease agreements which require insurance, payment of triple net and other standard conditions. As of this writing I am awaiting additional information to verify funds on deposit, business and former landlord references.

These businessmen are currently operating out of Santa Cruz and have been in the consulting, permitting and investment capital business for many years. They have several clients in Monterey County and believe our Cannery Building will offer them a central location out of which to operate. See his attached letter for further information.

Their business is not incompatible with the Moss Landing community and a secure tenant in this space that has been vacant for the past 2 years would be very welcome.

Staff recommends that the Board adopt Resolution No. 18-09 authorizing the General Manager to prepare and execute a standard lease agreement (draft attached as Exhibit A), for the portion of APN 133-241-018-000 located in Suite 9 on the first floor at 7532 Sandholdt Road subject to review and approval by District Counsel and subject to any additional information, verifications or conditions the Board deems necessary.

VA

April 25, 2018

Veridian Advisors, LLC  
Greg Muller  
Managing Member

Hello Ms. McIntyre,

As per our discussions, I would like to provide further information on my request for leasing the office space in Moss Landing. Specifically, we are very interested in the lower office, Suite 9 in the Santa Cruz Cannery Building.

We are a multi-faceted firm that provides business consulting services and investment capital access to several industries, with an emphasis on agricultural entities. We have been providing these services for many years under a couple "shingles" and have recently formed Veridian Advisors, LLC as the entity moving forward. Our focus is providing services to experienced operators and investors who are interested in growth with sustainable, compliant, and responsible business practices.

We are expecting that we will also provide business services to existing companies in the harbor area and throughout the Moss Landing Harbor District as the economy expands and businesses need guidance to continue adapting for the future. In fact, we have already received inquiries completely unrelated to agriculture looking for assistance in the area.

Veridian Advisors, LLC is a California LLC and the other managing partner is Norman Morales. We expect to have at most 2-3 full time employees in the office along with a meeting table for discussions with clients. We expect to be out in the field or traveling much of the time, so our impact on the building should be minimal.

We both have previous long-term landlord credit references which are being obtained right now. We can also supply business and personal references to further provide background of our experience and reputation in the business world.

We would be comfortable entering a three or five-year lease if required, or a series of one-year options.

As for credit history, we would be to provide proof of significant funds at any time via our operating bank account. More importantly, we would be happy to pay for the first six months in advance to demonstrate interest and capability. At the end of the fifth month, we could pay for the next six months and continue this process throughout the lease to minimize both transactions and concern.

We can supply the necessary commercial general liability insurance information as well as include specific liability insurance to Moss Landing Harbor District to accompany a lease.

Please let me know what else I can provide, and I can also meet with you and the RPC in person as well.

Thank you so much,



Greg Muller  
Veridian Advisors, LLC  
831-901-0707 cell

**RESOLUTION 18-09**

**A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS  
OF THE MOSS LANDING HARBOR DISTRICT  
APPROVING A NEW LEASE AGREEMENT  
WITH VERIDIAN ADVISORS, LLC**

\* \* \* \* \*

**WHEREAS**, it is the goal of the District to offer for lease available space that has a potential for appropriate use compatible with the Moss Landing Community Plan and County zoning regulations, and

**WHEREAS**, it is also the goal of the District to attract and obtain suitable tenants for each available space, and

**WHEREAS**, Veridian Advisors, LLC is a business consulting company to assist local businesses with permitting, planning and investment capital on the Central Coast, and

**WHEREAS**, Mr. Greg Muller and Norman Morales, Managing Directors of Veridian Advisors, LLC (prospective lessees) wish to lease a portion of APN 133-241-018-000, Suite 9, located on the first floor at 7532 Sandholdt Road, Moss Landing from the District for use as general office space, and

**WHEREAS**, prospective lessees wish to acquire approximately 460 sf of office space, and

**WHEREAS**, prospective lessees wish to enter into a lease at \$1.49 psf resulting in a monthly rent of \$695.40 with annual CPI increases in January of each year based on the prior year CPI for a period of two years commencing May 4, 2018 with three 1-year options to renew.

**NOW THEREFORE, BE IT RESOLVED THAT** the Board of Harbor Commissioners of the Moss Landing Harbor District hereby authorizes the General Manager to prepare and execute documents necessary to enter into a new lease between the Moss Landing Harbor District as Lessor and Veridian Advisors, LLC, Greg Muller and Norman Morales lessees, for a term of two years with above described options to renew, subject to review and approval of District Counsel.

\* \* \* \* \*

**CERTIFICATION**

Resolution 18-09 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on the 3<sup>rd</sup> day of May, 2018 a quorum present and acting throughout, by the following vote, to wit:

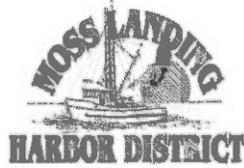
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Russ Jeffries, President  
Board of Harbor Commissioners

ATTEST:

\_\_\_\_\_  
Linda G. McIntyre, Deputy Secretary  
Board of Harbor Commissioners

# LEASE AGREEMENT



“LESSOR”

MOSS LANDING HARBOR DISTRICT,  
a Political Subdivision of the State of California

and

Veridian Advisors, a California Limited Liability Corporation, and  
Greg Muller, an individual and Norman Morales, an individual

“LESSEE”

Leased Premises:

A Portion of APN #133-241-018  
Santa Cruz Cannery Building (460 s.f. ft. m.o.l.)  
7532 Sandholdt Road, Suite 9  
Moss Landing, CA

## TABLE OF CONTENTS

<u>Section</u>	<u>Name</u>	<u>Page</u>
1	LEASE DOCUMENTS.....	1
2	EFFECTIVE DATE.....	1
3	PROPERTY LEASED.....	1
4	RENT.....	2
5	TERM OF LEASE.....	4
6	OPTION TO RENEW.....	4
7	USE AND SERVICES.....	5
8	BUSINESS RIGHTS AND RESTRICTIONS.....	6
9	SIGNS AND ADVERTISING.....	7
10	IMPROVEMENTS, REPAIRS AND MAINTENANCE.....	8
11	DAMAGE AND RESTORATION.....	9
12	EMINENT DOMAIN.....	10
13	UTILITIES.....	11
14	PROPERTY, LIABILITY AND OTHER INSURANCE:.....	11
15	INDEMNITY.....	13
16	SECURITY DEPOSIT:.....	13
17	NOTICES AND PAYMENTS.....	14
18	POSSESSORY INTEREST TAXES, TAXES, ASSESSMENTS, FEES AND LIENS.....	15
19	ESTOPPEL CERTIFICATE.....	15
20	DEFAULT.....	16
21	INSOLVENCY.....	18
22	REMEDIES CUMULATIVE.....	19
23	ATTORNEY'S FEES.....	19
24	WAIVER OF DEFAULT.....	19
25	NO PARTNERSHIP.....	20
26	SUBTENANCIES.....	20
27	SUCCESSORS.....	20
28	REMOVAL OF LESSEE'S PROPERTY.....	20
29	EFFECT OF CONVEYANCE.....	20
30	LESSOR'S DEFAULT; NOTICE TO LENDER.....	20
31	INTERPRETATION.....	21
32	ENTIRE INSTRUMENT.....	21
33	EASEMENTS.....	21
34	SALE BY LESSOR.....	22
35	PAYMENTS.....	22
36	NO OFFER.....	22
37	DISPUTED SUMS.....	22
38	ASSIGNABILITY/SUBLETTING:.....	22
39	RIGHT OF ACCESS.....	22
40	DELAYING CAUSES.....	23
41	SEVERABILITY.....	23
42	NON-DISCRIMINATION.....	23
43	SUBORDINATION.....	23

### Basic Lease Provisions

The words and figures set forth in Paragraphs A through O, inclusive, are part of the Lease wherever appropriate references if made thereto, unless they are expressly modified elsewhere in this Lease. Certain of the following Paragraphs A through O, are intended only to summarize matters which are addressed more completely in other provisions of this Lease; therefore, in the event of any conflict between the following Paragraphs A through O and any provision of this Lease, the latter shall govern and control.

- A. **Effective Date:** May 4, 2018
- B. **Lessor:** Moss Landing Harbor District, a political subdivision of the State of California
- C. **Lessee:** Veridian Advisors, LLC, Greg Muller, an individual, Norman Morales, an individual
- D. **Premises:** The Premises which Lessee leases under this Lease are the following: A portion of the Santa Cruz Cannery Building located at 7532 Sandholdt Road in Moss Landing Harbor, Moss Landing, California, on the lower level of the building located adjacent to Bass Way consisting of office space of approximately 460 square feet, mol known as Suite 9 as depicted in Exhibit A
- E. **Use of Premises:** General office functions, business consulting services
- F. **Parking:** Non-exclusive parking spaces as available in adjacent lot; street parking
- G. **Term:** Two (2) years commencing May 4, 2018
- H. **Option to Renew:** Option to Renew shall be exercised by written notice delivered by Lessee to Lessor not later than six (6) months prior to the end of the term.
- I. **Option to Renew Term:** Three (3) [One (1) year] Options subject to reappraisal, payment of new rent plus CPI increases.
- J. **Minimum Rent:** Annual rent of \$13,440.00 payable monthly at \$1,120.00 per month based on \$1.40 per square foot per month, adjusted annually based on the CPI. First CPI will be based on 2014 CPI increase payable commencing January 1, 2016 after notice per terms of lease. This is a triple net lease.
- K. **Security Deposit:** One month rent, increased annually by CPI
- L. **Prepaid Rent:** None
- M. **Late Fee:** Equal to prime plus two percent (2%) of the amount past-due, in addition to an administrative surcharge per the tariff of the District
- N. **Lessor's Address for Notices:** Moss Landing Harbor District  
7881 Sandholdt Road  
Moss Landing, CA 95039
- O. **Lessee's Address and Phone Number for Notices:** 7532 Sandholdt Road, Ste. 9  
Moss Landing CA 95039  
831.901.0707

**MOSS LANDING HARBOR DISTRICT  
LEASE**

This LEASE, made and entered into this 4th day of May, 2018 by and between the MOSS LANDING HARBOR DISTRICT, a Political subdivision of the State of California, hereinafter called "LESSOR", and Veridian Advisors, LLC, Greg Muller and Norm Morales, hereinafter called "LESSEE."

**WITNESSETH:**

**1 LEASE DOCUMENTS**

This Lease includes the following documents, which are attached hereto and made a part hereof:

- 1.1 Exhibit A: Drawing depicting leased premises in Santa Cruz Cannery Building.
- 1.2 Exhibit B: General Conditions, dated August 2000
- 1.3 Exhibit C: Moss Landing Harbor District Ordinance Code

**2 EFFECTIVE DATE**

- 2.1 May 4, 2018. Minimum rent shall be paid in advance on or before the first day of each consecutive calendar month.

**3 PROPERTY LEASED**

- 3.1 Cannery Building: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the property located in the Moss Landing Harbor, Moss Landing, County of Monterey, State of California, described as follows: The premises described in Exhibit "A" located in the Santa Cruz Cannery Building, 7532 Sandholdt Road, Ste. 9, Moss Landing Harbor, Moss Landing, California, consisting of 460 sf mol of office space on the lower level of the building located adjacent to Bass Way.
- 3.2 Lessee may have non-exclusive use of parking spaces available on the property adjacent to the Cannery building reserved for Tenant and Tenant's Visitor parking only. These parking spaces are to be used for the sole purpose of parking unoccupied vehicles on site for a limited period of time while the occupants conduct lawful business on the premises. In no event shall any vehicle be parked upon the premises for any period of time while occupied, other than very brief periods during employees lunch or dinner breaks, or as necessary incidental to picking up or dropping off an individual who has lawful business on the premises. There will specifically be no sleeping in vehicles on the premises and no unauthorized overnight parking. Vehicles of more than two axles with a gross weight of 15 tons, abandoned vehicles, boat and other trailers, recreational vehicles, and similar vehicles are specifically prohibited from parking on the premises. Any use of the premises allowed by Lessee which creates a nuisance will constitute a default under the terms of this agreement and, in addition to any other remedies available to Lessor, Lessee shall have the right to abate the nuisance by removing the nuisance at Lessee's sole cost and expense. Additionally, should Lessor elect not to declare this lease in default, Lessor shall have the right to reduce or eliminate Lessee's use of the premises adjacent to the Cannery Building.

## 4 RENT

4.1 Amount. Lessee shall pay Lessor without prior notice or demand, deduction, set-off or counterclaim during the Term the rent provided in this Section 4.1 and all other additional sums required to be paid under this Lease, at the address set forth in Section 16. All sums of money required to be paid pursuant to the terms of this Lease are defined as "Rent", whether or not the same are designated as such elsewhere in this Lease, and shall be paid in lawful money of the United States of America. This is a triple net Lease. Triple net costs will be calculated based on prior year expenditures and Tenant will pay triple net costs at the rate of 1/12 of such prior year costs per month with an annual reconciliation at the conclusion of which will be a credit toward the next month's rent or a debit to be paid with the next month's rent.

### 4.1.1 MINIMUM ANNUAL RENT:

4.1.1.1 Cannery Building: Lessee shall pay to Lessor as Minimum Annual Rent \$8,224.80 payable monthly at the rate of \$685.40 per month based on \$1.49 per square foot per month for the office space of approximately 460 square feet mol, based on a fair value as of March 1, 2017. Monthly installments of Minimum Rent shall be due and payable in advance on the first day of each consecutive month during the Term.

4.1.2 LATE PAYMENT: Lessee hereby acknowledges that late payment by Lessee to Lessor of any amount due under this Lease (including, but not limited to, Minimum Rent) will cause Lessor to incur costs and expenses not contemplated by this Lease, the exact amount of which costs and expenses are extremely difficult and impractical to ascertain. In accordance with Ordinance Code Section 20.010, any amount of money due and unpaid to Lessor ten (10) days after the payment was due shall be subject to a late fee. Such costs and expenses include, but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor under the terms of any note or other obligation secured by a deed of trust or other security instrument covering the Project. Therefore, if Lessee fails to pay any amount under this Lease when due, in addition to the interest for which Section 20.4 provides, a late charge equal to prime plus two percent (2%) of the amount, in addition to an administrative surcharge per the tariff of the Lessor District, shall be assessed to reimburse Lessor for such costs and expenses. Lessor and Lessee agree that this late charge represents a fair and reasonable estimate of the costs and expenses that Lessor will incur by reason of a late payment by Lessee.

4.2 First Partial Month. If the Commencement Date occurs on a day other than the first day of a calendar month:

4.2.1 Minimum Rent for the first partial month shall be prorated on the basis, which the number of days of the Term in such month bears to 30, and as so prorated shall be paid on the Commencement Date.

4.3 PERCENTAGE RENT: Lessee does not intend to use the premises for retail sales. Should Lessor approve a use of the premises for retail sales with Lessor's prior written consent, Lessor shall be entitled to a percentage of each sale based on rates by similar ports on the west coast.

4.4 Lease Year. "Lease Year" shall mean that period of twelve (12) or fewer consecutive months which ends on December 31st of each year and which falls within the Term and the period from the last December 31st during the Term to and including the last day of the Term. Each Lease Year shall constitute a separate accounting period for

the purpose of computing Percentage Rent, and Gross Sales for any one Lease Year shall not be carried forward or carried back into any other Lease Year.

- 4.5 Records. Lessee shall keep and preserve and shall require its sublessees, licensees and concessionaires to keep and preserve, in Monterey County, for a period of not less than three (3) years after the delivery to Lessor of Lessee's certified statement for the last calendar quarter of each Lease Year, complete, accurate and customary records of all amounts received during each Lease Year in the Premises, whether or not included in Gross Sales. However, in the case of a controversy concerning the amount of Percentage Rent for a Lease Year(s) under this Lease, Lessee shall keep and preserve said records until the controversy has ended. Lessor shall be entitled at reasonable times during business hours, personally or through duly authorized agents, at its own expense, to inspect and make copies of such records, together with any other documents bearing directly on Lessee's Gross Sales under this Lease. Lessee shall, upon the verbal request of Lessor or its agents, produce and make such records and other documents available to Lessor or its agents for the purpose of such inspection and copying.
- 4.6 Audit. Lessor shall be entitled to have an audit made of all amounts received by Lessee from business transacted in the Premises, whether or not included in "Gross Sales", for a prior Lease Year. Lessee shall, upon the verbal request of Lessor or its agents, produce and make the records and other documents to which Section 4.6 refers available to Lessor or its agents for the purpose of such audit. If the audit discloses that any statements for the period audited are inaccurate, adjustment shall be made in the following manner upon notice to Lessee: Within ten (10) days after delivery of such notice, Lessee shall pay to Lessor any Minimum Rent then due. If the computation discloses that Lessee overpaid Minimum Rent for such Lease Year, then Lessee shall be entitled to a credit in the amount of such overpayment against the next payment(s) of Rent due under this Lease. If the audit further discloses that Lessee has understated Percentage Rent by three percent (3 %) or more, in addition to payment of any rent paid, Lessee shall immediately pay the cost of the audit.
- 4.7 Acceptance of Payment. No payment by Lessee or receipt by Lessor of a lesser amount of Minimum Rent or any other amount due under this Lease shall be deemed to be other than on account of the earliest due Rent or payment, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or payment or pursue any other remedy available under this Lease, at law or in equity. Lessor may accept any partial payment from Lessee without invalidating any contractual notice required to be given under this Lease (to the extent such contractual notice is required) and without invalidating any notice required to be given pursuant to California CODE OF CIVIL PROCEDURE §1161, as it may be amended from time to time.
- 4.8 Adjustment of Minimum Rent. The Minimum Rent shall be adjusted every year for inflation. For the purpose of calculating the adjustment to Minimum Rent, the Adjustment Date shall be on the first of January each year. Each such increase shall be determined as follows:

4.8.1 The basis for computing each increase shall be the United States Department of Labor Consumer Price Index All Urban Consumers, Base 1982 = 100 (CPI-U) for San Francisco, Oakland, San Jose, California ("Index").

4.8.2 At each Adjustment Date, the Minimum Rent payable during the immediately preceding year shall be increased by the amount of any percentage increase in the Index last published for the period January – December of the preceding year as compared with the Index published for the same calendar month of the preceding year. In no event shall the Minimum Rent for any year be reduced below the amount payable during the immediately preceding year.

4.8.3 Lessor shall notify Lessee of each increase in the Minimum Rent, in writing, as soon as reasonably possible following each Adjustment Date. Lessee acknowledges that the amount of each such increase and written notice thereof will not be available until some time after the Adjustment Date. Therefore, Lessee shall continue to make monthly payments to Lessor of Minimum Rent in the amount payable for the Adjustment Period preceding the Adjustment Date until written notice of the newly calculated Minimum Rent is received by Lessee. No later than ten (10) days following receipt by Lessee of such written notice, Lessee shall pay to Lessor the amount of the increase reflected in such written notice for each calendar month from the Adjustment Date to the date of receipt by Lessee of such written notice.

4.8.4 If the Index ceases to be published, then such other source of information shall be used as a basis to determine the rise of the cost of living and the current rental adjustments by reason thereof as the parties shall mutually agree upon, and, in the event the parties cannot agree upon an acceptable basis, then such basis shall be determined by arbitration. Each party hereto shall appoint one arbitrator and such two arbitrators shall appoint a third arbitrator. The decision of the majority of said arbitrators shall be binding upon the parties. The cost of such arbitration, if any, shall be borne equally by Lessor and Lessee.

4.8.5 This is a triple net Lease. In addition to such other sums set forth herein, Lessee shall pay its prorata share of all costs incurred by Lessor arising out of the common use and common areas of the land and building of which the leased premises are a part. The prorata share of costs will be based upon the square footage occupied by Lessees compared to the total square footage of the building.

## 5 TERM OF LEASE

5.1 DURATION: The lease term shall be Two (2) years.

5.2 CANCELLATION: If by reason of regulation or other action by governmental or other authority, the Premises should be deemed unsafe or unfit for further use, either absolutely or until such time as structural or other repairs or renovations are accomplished, Lessee shall have the absolute right, at its sole discretion, to repair and restore the damaged premises in accordance with Section 11.1 or to cancel and terminate this Lease without further obligation to Lessor.

5.3 HOLDOVER: If Lessee maintains possession of the Premises for any period after the termination of this Lease, known as the "Holdover Period", Lessee shall pay to Lessor a lease payment for the Holdover Period based on the terms of the following Lease Payments section. Such holdover shall constitute a month-to-month extension of this Lease.

## 6 OPTION TO RENEW

Subject to satisfaction of the conditions precedent set forth below, Lessee shall have Three (3) options to extend the term of the lease for a period of One (1) year, with the exercise of the first option beginning the day after the expiration of the initial term, on the following terms and conditions. Exercise of the subsequent options shall begin the day after the expiration of the prior option term, on the following terms and conditions.

- 6.1 Lessee's Option Term shall be subject to satisfaction of each of the following conditions precedent, which are solely for the benefit of, and may be waived unilaterally by, Lessor: (1) Option shall be exercised by written notice delivered by Lessee to Lessor not later than six (6) months prior to the end of the term; (2) Lessee shall be in occupancy of the leased premises directly, and not through an assignee or sublessee; and (3) the lease shall be in effect and Lessee shall not be in default of any material provision thereof both on the day such written notice is delivered to Lessor and on the last day of the term; provided, however, if Lessee is in default but the cure period has not run, this condition shall be deemed satisfied if Lessee cures the default within the applicable cure period.
- 6.2 In the event the term shall be extended following exercise by Lessee of the Option to Renew, then all terms, covenants and conditions of the lease shall remain in full force and effect during the option to renew, including a fair market value increase to minimum annual rent as subject to an independent appraisal. The independent appraiser shall appraise the leasable premises on comparison with related businesses along the central coast of California. The appraiser shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of an appraiser within fifteen (15) days, then Lessee and Lessor shall each chose an appraiser, each of whom shall agree to select a third appraiser to appraise the premises.

## 7 USE AND SERVICES

- 7.1 Use: Lessee shall operate and maintain a first-rate and complete facility for the purpose of general office use or, subject to Lessor's and government agency's prior written approval, other uses compatible with the Monterey County Land Use Plan.
- 7.2 Limitations on Use. Lessee's use of the Premises shall be in accordance with section 7.1.
- 7.3 Prohibited Uses: The parties hereto agree that the following acts, occurrences or conduct by Lessee on or from the Premises are strictly prohibited:
- 7.3.1 Engaging in any activity that constitutes a violation of any law.
- 7.3.2 Acts of gambling or the operation of games of chance or devices for gambling purposes unless allowed by Lessor on other properties owned or operated by Lessor.
- 7.4 Compliance with Laws. Except as otherwise provided herein, Lessee shall comply will all Laws and Legal Requirements concerning Premises or Lessee's use of the Premises. Lessee shall obtain and pay for all licenses and permits required for Lessee's occupancy and use of the Premises. Compliance with all laws shall include compliance with all requirements of each regulatory agency which has jurisdiction over the Premises and all uses thereof.
- 7.5 Waste: Nuisance. Lessee shall not cause, maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in first class repair and maintain the same in Good Condition during the Lease Term.

8 BUSINESS RIGHTS AND RESTRICTIONS.

- 8.1 Use. The Premises shall be used solely for the use set forth in the above Section and for no other purpose or use whatsoever.
- 8.2 Restrictions. Lessee shall not, without Lessor's prior written consent, which shall not be unreasonably withheld: (a) conduct any auction or bankruptcy sale; (b) permit anything to be done on the Premises which will in any way obstruct, interfere with or infringe on the rights of other occupants in the Santa Cruz Cannery Building and K-Dock; (c) cause, maintain or permit any nuisance on the Premises or cause or permit any waste to be committed on the Premises; (d) bring or keep on the Premises or permit any act thereon which is prohibited by any law, statute, ordinance or governmental regulation now in force or hereafter enacted or promulgated, or which is prohibited by any standard form of fire insurance policy or standard policy insuring against "all risk" perils; or (e) violate any provision of any covenants, conditions and restrictions of record affecting the Premises, whether entered into before or after the date of this Lease.
- 8.3 Hazardous Materials. Lessee hereby makes the following covenants regarding Hazardous Materials:
- 8.4 Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. §1251, *et seq.*), Resource Conservation & Recovery Act (42 U.S.C. §6901, *et seq.*), Safe Drinking Water Act (42 U.S.C. §3000f, *et seq.*), Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*), the Clean Air Act (42 U.S.C. §7401, *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. 9601~ California HEALTH & SAFETY CODE (§ 25100, *et seq.*; § 39000, *et seq.*), California Safe Drinking Water & Toxic Enforcement Act of 1986 (HEALTH & SAFETY CODE §25249.5, *et seq.*), California WATER CODE (§13000, *et seq.*), and other comparable state and federal laws ("Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or pollution materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any laws, ordinances or regulations (collectively, "Hazardous Materials").

8.4.1 Lessee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Lessee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration of the Term or earlier termination of this Lease, Lessee shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws. Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected

with the Premises, without first notifying Lessor of Lessee's intention to do so and affording Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect Lessor's interest with respect thereto.

8.4.2 Lessee shall immediately notify Lessor in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Lessee or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from or clarified to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or the Project, including any complaints, notices, warnings or asserted violations in connection therewith. Lessee shall also supply to Lessor as promptly as possible, and in any event within five (5) business days after Lessee first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, or Lessee's use thereof. Lessee shall promptly deliver to Lessor copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

8.4.3 Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor and each of Lessor's elected and/or appointed officials, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees), or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under or about the Premises or the Project, or discharge in or from the Premises, of any Hazardous Materials brought or caused to be brought by Lessee into or onto the Premises or the Project; or (ii) Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises; or (iii) Lessee's failure to comply with any Hazardous Materials Law. Lessee's obligations under this Section shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration of the Term or earlier termination of this Lease. For purposes of the release and indemnity provisions of this Section, any acts or omissions of Lessee, or by employees, agents, assignees, subleases, contractors or subcontractors of Lessee or others acting for or on behalf of Lessee (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessee.

## 9 SIGNS AND ADVERTISING

9.1 Interior: Lessee may, at its own expense, erect and maintain upon the interior areas of the Premises all signs and advertising matter customary and appropriate in the conduct of Lessee's business, subject to (a) Lessor's right to remove any signs or advertising matter which violate Section 8; (b) Lessee's obligation to submit to Lessor and Lessor's right to approve, which approval may be withheld in Lessor's sole, absolute and unfettered discretion, any sign oriented or positioned to be seen from outside the Premises; and (c) Lessee's obtaining all required approvals of any governmental authorities having jurisdiction. Lessee shall not affix or maintain upon the glass panes or supports of the windows or doors, or within twelve (12) inches of the windows or doors, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items, except such as shall have first received the written approval of Lessor, which may be withheld in Lessor's sole, absolute and unfettered discretion, with respect to size, type, color, location, copy, nature, and display qualities.

9.2 Exterior: Except for those signs and advertising devices which (a) are provided for in approved plans and specifications or in a scale drawing submitted by Lessee and approved in writing by Lessor, which approval may be withheld in Lessor's sole, absolute and unfettered discretion, and (b) comply with the requirements of all governmental authorities having jurisdiction, Lessee shall not erect, place, paint or maintain on the Premises or the Building any sign, exterior advertising medium or any other object of any kind whatsoever, whether an advertising device or not, visible or audible outside the Building, nor shall Lessee change the color, size, location, composition, wording or design of any sign or advertisement on the Premises or the Building that may have been theretofore approved by Lessor and governmental authorities without the prior written approval of Lessor and said authorities. Lessee shall, at Lessee's sole cost and expense, maintain and keep in good repair all installations, signs and advertising devices which it is permitted by Lessor to install, and shall pay all charges required to keep them in good repair. Lessee's sign must be installed and operating concurrent with Lessee's opening for business. Upon the expiration of the Term or earlier termination of this Lease, Lessor shall, at Lessee's sole cost and expense, remove or cause to be removed Lessee's exterior sign or signs and restore the fascia of the Building outside the Premises to the condition that existed before the installation of Lessee's exterior sign; Lessee shall pay such expense to Lessor within ten (10) days after presentation of a bill therefore.

## 10 IMPROVEMENTS, REPAIRS AND MAINTENANCE

10.1 Lessor's Obligations: Except as to those obligations expressly charged to Lessee, Lessor will keep and maintain the Santa Cruz Cannery Building in tenantable condition and repair and costs incurred in so maintaining the Building will be borne by Lessee in accordance with Section 4.5.5.

10.2 Lessee Obligation: Lessee accepts the premises in an "as is" condition and acknowledges that there may be no phone lines running to or phone jacks in the premises. Lessee shall, at its sole cost and expense, at all times be responsible for keeping the entire leased premises repaired, maintained, replaced, or added to in good order, and in sanitary and safe condition and repair, and in accordance with all governmental requirements and insurance requirements. Lessee shall be responsible for all interior building repairs, including exterior doors. If Lessee refuses or neglects to maintain the leased premises in accordance with the terms of this paragraph, and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand (except that no written demand shall be required in situations Lessor reasonably determines are emergencies), Lessor may, upon fifteen (15) days prior written notice to Lessee (except that no notice shall be required in situations Lessor reasonably determines are emergencies), perform such repairs without liability to Lessee for any loss or damage that may occur to Lessee's property or business by reason thereof. Upon the completion of any such repair by Lessor, Lessee shall pay Lessor's costs for making such repairs plus ten percent (10%) for overhead upon presentation of the bill thereof. Such bills shall include interest as described elsewhere in this lease on the cost so reflected from fifteen (15) days after the date of the billing until the date paid by Lessee.

10.3 Alterations:

10.3.1 Lessee shall not make any additions (i.e., improvements that would add to the floor area of the building), alterations, changes or improvements (collectively, "Alterations") in or

to the interior or exterior of the leased premises without the prior written consent and approval of Lessor, which may be withheld in Lessor's sole, absolute and unfettered discretion, and which may be conditioned upon Lessee's removing, at Lessee's sole cost and expense at the expiration or earlier termination of this lease, any alteration for which Lessor grants its consent and approval. All Alterations shall conform to all applicable governmental ordinances and regulations, and, except Lessee's trade fixtures, shall become part of the realty upon installation thereof. Lessee shall be liable for any consequential damages as a result of Alterations under this Section. If Lessor is required to review plans for any Alterations, Lessee shall pay to Lessor all costs and expenses incurred by Lessor in connection with such review, plus a fee not to exceed \$300.00 (as adjusted for inflation from the date of this lease in accordance with Section 4.7.1 hereof).

10.3.2 Any and all Alterations shall be subject to conformity with the following requirements:

10.3.2.1 Prior to commencement of any work of Alteration, Lessee shall submit detailed plans and specifications, including working drawings, of the proposed Alteration, which shall be subject to the consent of Lessor.

10.3.2.2 Alterations shall be performed at Lessee's sole cost and expense by a contractor selected by Lessee and approved by Lessor, which approval Lessor may withhold in Lessor's sole, absolute and unfettered discretion, which shall not be unreasonably withheld;

10.3.2.3 In the event Lessor approves the Alteration plan for any proposed Alteration, Lessee shall notify Lessor of commencement of work on such Alteration in writing at least ten (10) days in advance so that Lessor may post notices of non-responsibility in or upon the premise;

10.3.2.4 No work on any proposed Alteration shall be commenced without Lessee having previously obtained all applicable permits and approvals, at Lessee's sole cost and expense, required by governmental authorities;

10.3.2.5 All Alterations shall be performed in a skillful and workmanlike manner, consistent with the best practices and standards of the construction industry, and pursued with diligence through completion, all in accordance with the Alteration plans approved by Lessor.

10.3.2.6 Prior to commencement of work on any Alteration, Lessee shall furnish to Lessor evidence reasonably satisfactory to Lessor that Lessee's contractor has obtained all insurance reasonably required by Lessor (including, but not limited to, commercial general liability insurance, worker's compensation insurance, builder's risk insurance and course of construction insurance) in amounts of coverage reasonably required by Lessor; and

10.3.2.7 Alterations must be performed in a manner that does not interfere with or adversely affect the conduct of business by other Lessees.

10.3.2.8 At the completion of the Lease, Lessee shall return all improvements in a condition as good as the condition at the beginning of the Lease, normal wear and tear excepted.

## 11 DAMAGE AND RESTORATION

11.1 Duty to Restore: If the improvements of which the premises are comprised are partially or totally damaged by fire or other casualty so as become partially or totally untenable, regardless of whether such damage is insured against under any policy of insurance against "all-risk" perils then covering the damaged improvements, at Lessor's discretion this lease shall not terminate, and if not terminated, Lessor shall rebuild and restore such improvements with due diligence at Lessor's expense. However, to the extent that Lessee has insurance against the perils causing such

damage, as may be required elsewhere in this Lease, then Lessee shall cooperate in procuring such insurance proceeds on Lessor's behalf for use in such rebuilding or restoration.

- 11.2 No Rent Adjustment : During the period of repair and restoration, Minimum Annual Rent payable by Lessee pursuant to this lease shall not abate or be adjusted, but shall be prorated to the use denied.

## 12 EMINENT DOMAIN

- 12.1 If (a) the entire premises is taken or condemned by any competent authority for any public use or purpose during the term of this lease, or (b) a part of the premises is so taken or condemned and Lessee exercises its option to terminate this lease as hereinafter provided, then all damages awarded for such taking shall belong to and be the property of Lessor; provided, however, in the event a separate and specific allowance is made by the condemning authority or by the court based upon (I) the loss of Lessee's business, or (ii) the expense of removing Lessee's equipment, furniture, fixtures and other property from the premise, then such separate and specific allowance shall be the property of Lessee; provided further, Lessee shall have the right to prosecute its claim for any such loss or expense. In either event, this lease shall terminate when Lessee can no longer use the premises in the manner contemplated under this lease, when physical possession of the premises is required by the appropriating or condemning authority, or when legal title to the premises vests in the appropriating or condemning authority, whichever first occurs.
- 12.2 In the event a part of the premises is appropriated or condemned and (i) the part so taken includes the building or any part thereof, or (ii) such partial taking results in precluding direct access from the premises to all adjacent public streets, then and in such event, Lessee, at any time either prior to or within a period of sixty (60) days after the date on which possession of the part of the premises so taken is required by the appropriating or condemning authority, may elect to terminate this lease. In the event Lessee fails to exercise any such right to terminate this lease, or in the event a part of the premises is taken or condemned under circumstances under which Lessee has no such right, then in either such event, Lessor, with reasonable promptness, shall make necessary repairs to and alterations of the improvements on the premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking and to the extent that may have been necessitated by such appropriation or condemnation. Lessee shall be entitled to an abatement of all rent during the period such repairs and alterations are being made; provided, however, if Lessee operates Lessee's business on the premises during the period such repairs and restorations are being made, Lessee, during such period, will pay rent in the amount provided below.
- 12.3 In the event a part of the premises is appropriated or condemned and Lessee does not exercise its right to terminate this lease or does not have the right as above provided, then this lease shall terminate with respect to that part of the premises so taken. The monthly installments of rent shall be reduced in such event, as of the date when physical possession the part of the premises taken is required by the appropriating or condemning authority, by a proportional amount equal to the proportion that the area of that part so taken bears to the total area of the premises immediately prior to such taking.

## 13 UTILITIES

Lessee shall, whenever possible, contract directly and open separate accounts with the supplier of all utilities (including, but not limited to, water, gas, electricity, telephone and sewer service fees) and shall pay all hook-up fees and deposits for meters, if any. Commencing with the delivery of possession of the leased premises to Lessee by Lessor, Lessee shall pay, when due and before delinquency, directly to the supplier of the utilities to the leased premises, for all such utility consumed at the leased premise. In no event shall Lessor be responsible for damages to Lessee occasioned by the interruption of utilities services to Lessee or the leased premises, nor shall rent be offset as a result of any such interruption. Cable lines for internet access will be separately metered to the extent possible; otherwise, Lessee shall cooperate in whatever method is deemed necessary to determine Lessee's accurate use therefor and Lessee shall pay for the same as above set forth if possible; otherwise in accordance with Section 4.5.5.

## 14 PROPERTY, LIABILITY AND OTHER INSURANCE:

Lessee shall not carry any stock of goods or do anything in or about the leased premises that will in any way tend to increase insurance rates for the leased premises. In no event shall Lessee conduct or engage in any activities that would invalidate any insurance coverage thereon. Lessee shall pay on demand any increase in premiums that may be charged because of Lessee's use or activities or vacating or otherwise failing to occupy the leased premises, but this provision shall not be deemed to limit in any respect Lessee's obligation under this lease.

### 14.1 PUBLIC LIABILITY AND PROPERTY INSURANCE:

Lessee shall, at all times, at its sole expense, maintain during the entire term of this Lease, Public Liability and Property Damage Liability Insurance covering all claims for damages for bodily injury, death and property damages arising from Lessee's operation of business and occupation of the premises. The property damage insurance shall cover damage or destruction of any property, other than that which is owned, leased, or in the care, custody, or control of Lessee with the limit applying to any once accident, disaster, or claim. Single limit insurance coverage shall reflect a sum total coverage of public liability and property damage combined in the amount of not less than Two Million Dollars (\$2,000,000). Limits of not less than One Million Dollars (\$1,000,000) for personal injuries including accidental death for any one occurrence, and property damage in and amount not less the One Million Dollars (\$1,000,000) for any once occurrence.

### 14.2 LIABILITY INSURANCE:

Lessee shall, at all times, at its sole expense, maintain in full force a policy or policies of comprehensive or commercial general liability insurance issued by one or more insurance carriers insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the premises. Said liability insurance shall be in an amount of not less than \$1,000,000 combined single limit for bodily and personal injury and property damage, which amount shall be adjusted upward (but not downward) periodically based on insurance industry-recommended changes in coverage. In addition, Lessee shall pay for and shall maintain in full force and effect blanket contractual liability insurance to cover all of the indemnity obligations of Lessee under this lease. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force. Lessee's insurance carrier shall be required to provide Lessor with notice of any termination of such insurance policies immediately.

### 14.3 FIRE INSURANCE AND EXTENDED COVERAGE

Lessee shall, at Lessee's sole cost and expense, obtain and maintain in full force and effect at all times a standard policy insuring the leased premises, trade fixtures, equipment, and other personal property located in the premises and used by Lessee in connection with its business against "all risk" perils (also known as "special cause of loss") in an amount equal to the full replacement cost (without deduction for depreciation) of the leased premises and such equipment and personal property. Such policy shall

name Lessor as a loss payee and include a standard form of lender's loss payable endorsement, issued to the holder or holders of mortgage or deed of trust secured in whole or in part by the legal parcel on which premises is located. Such policy shall not be subject to cancellation or change in coverage except upon at least thirty (30) days prior written notice to Lessor. Such policy, a duly executed evidence of property insurance (in the form of I.S.O. accord 27) or other insurance industry-recognized certificate evidencing such policy shall be deposited with Lessor at the commencement of the effectiveness of this Section and not less than thirty (30) days prior to the expiration of the term of such coverage.

#### 14.4 WORKERS' COMPENSATION

Lessee shall at all times maintain Workers' Compensation Insurance covering all persons employed in connection with the work and with respect to death or bodily injury claims that could be assessed against Lessor or the leased premises.

#### 14.5 BLANKET INSURANCE

Each party shall be entitled to fulfill its insurance obligations under this lease by maintaining a so-called "Blanket" policy or policies of insurance in such form as to provide by specified endorsement (such as a so-called "per location aggregate limit" endorsement) coverage not less than that which is required under this lease for the particular property or interest referred to in this lease.

#### 14.6 GENERAL REQUIREMENTS

**All of the insurance policies obtained by Lessee pursuant to the requirements of this Lease shall name District, its elected and/or appointed officials, employees, and agents as Additional Insured** and provide that such policies shall be primary and specify that thirty (30) days' written notice must be given to Lessor (Moss Landing Harbor District) of any cancellations or changes in the policies. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to the General Manager of Lessor as evidence by a properly validated return receipt.

14.6.1 All policies of insurance required to be carried under this lease shall be written by companies satisfactory to Lessor, licensed to do business in California, and rated A:VII or better by the A.M. Best Company ("Best"), or the equivalent of such rating if Best does not rate the company.

14.6.2 Lessee shall provide Lessor with Certificates of Insurance showing the required coverage and containing a specific contractual liability endorsement extending Lessee's coverage to include its Lease with Lessor. Lessee shall furnish Lessor with binders representing all insurance required by this Lease prior to the commencement of lease terms.

14.6.3 Lessor shall retain the right at any time to review the coverage, form and the amount of the insurance required hereby. If, in the opinion of Lessor, the insurance provisions in this Lease do not provide adequate protection for Lessor and for members of the public using the demised premises, Lessor may require Lessee to provide adequate protection. Lessor's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

14.6.4 If Lessee fails or refuses to procure or to maintain insurance required by this Lease or fails or refuses to furnish Lessor with required proof that the insurance has been procured and is in full force and effect and paid for, Lessor shall have the right, but not the obligation, upon five (5) days written notice to Lessee, to procure and maintain said insurance. The premiums paid by the Lessor shall bear interest at the legal rate then in effect in the State of California from the date when the premium is paid by Lessor.

14.6.5 Lessor shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit the Certificates of Insurance with Lessor incorporating such changes within sixty (60) days of receipt of such notices, this Lease shall be deemed in default without further notice to Lessee and Lessor shall be entitled to all self-help, administrative legal remedies allowed by law.

14.6.6 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policies or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this Lease or with use or occupancy of the demised premises.

## 15 INDEMNITY

15.1 Indemnity: Lessee shall indemnify, protect, defend and save Lessor harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs or expenses, including reasonable attorney's fees for the defense thereof, of whatsoever kind and nature, arising from or connected with (i) the conduct or management of the business conducted by Lessee on the premises; (ii) Lessee's use of computers on the premises, including loss of electric power; (iii) the use or occupancy of the premises; (iv) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this lease; (v) violations of or non-compliance with any governmental requirements or insurance requirements to be observed, obeyed and complied with by Lessee under the terms of this lease; or (vi) any acts or omissions of Lessee, or any person upon the premises by license or invitation of Lessee or of any person or entity deriving his, her or its right to occupy the premises or any part thereof from, by or through Lessee.

15.2 Waiver: All property kept, stored, or maintained on the premises shall be so kept, stored, or maintained at the sole risk of Lessee; and except in the case of Lessor's willful misconduct, Lessor shall not be liable for loss or damage to such property. Lessee waives all claims against Lessor, for damages to persons or property sustained by Lessee or by any other person or firm resulting from any occurrence in the premises or by reason of any equipment located in or on the premises becoming out of repair, or through the acts or omissions of any persons present in the premises or renting or occupying any part of the premises, or for loss or damages resulting to Lessee or its property from burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in any electric line, circuit or facility, or any other type of improvement or service on or furnished to the premises or resulting from any accident in, on, or about the premises.

## 16 SECURITY DEPOSIT:

### 16.1 AMOUNT

On the execution of this Lease, Lessee shall deposit with Lessor a refundable security deposit in the equivalent amount of one month's rent, as security for the full and faithful performance by Lessee of the terms, conditions and covenants of this Lease to be performed by Lessee. The type of security deposit shall be in accordance with that specified in the General Conditions. Security Deposit shall not constitute payment of last month's rent. Said security deposit shall be increased annually in accordance

with Paragraph 4.7.1 through 4.7.4. of this Lease in order that said security deposit shall always reflect current rent.

#### 16.2 DEFAULT OF RENT

If at any time during the term hereof, Lessee shall be in default in the payment of rent herein reserved or any portion thereof, or any other sums expressly constituting rent hereunder, Lessor may appropriate and apply any portion of the security deposit reasonably necessary to remedy any such default in rent, or any steps required to effect such remedy. If at any time during the term hereof, Lessee should fail to repair any damage to the premises leased to him, occasioned by the Lessee or his agents, servants or employees through want of ordinary care, or a greater degree of culpability, for a period beyond thirty (30) days after written demand to make such repairs served on Lessee by Lessor, than the Lessor may appropriate and apply any portion of the security deposit as may be reasonably necessary to fund the repair.

#### 16.3 TERMINATION OF TENANCY

If upon cancellation of this lease, Lessee does not leave the leased premises in broom clean condition, excepting reasonable wear and tear, then Lessor may appropriate and apply any portion of the security deposit, after any lawful deductions as above, to the cost(s) in cleaning and repairing the leased premises to a reasonably clean condition. Lessor shall then return to Lessee the remaining un-used portion of the security deposit two (2) weeks after termination of the tenancy directed to the address left by Lessee specifically for such purpose or otherwise directed to Lessee's last known address.

Should Lessor actually resort to any monies contained within the security deposit under any of the above applicable provisions, Lessee agrees to pay to Lessor the amount for which resort to the security was had, and necessary to restore the security deposit to the original sum required hereunder within thirty (30) days after written demand for such by Lessor.

### 17 NOTICES AND PAYMENTS

All notices and communications required under this Lease shall be in writing, and all notices and payments shall be made as follows:

17.1 All payments and notices to Lessor shall be given or mailed to:

General Manager  
Moss Landing Harbor District  
7881 Sandholdt Road  
Moss Landing, CA 95039

17.2 All payments and notices to Lessee shall be given or mailed to:

Veridian Advisors, LLC  
Gary Muller, Managing Director  
7532 Sandholdt Road, Suite 9  
Moss Landing CA 95039

17.3 To the United States Economic Development Agency (Encumbrance Holder) at such address and to such person as it shall designate to Lessor in writing, if required.

17.4 Any party may designate a different address by giving notice as set forth in this Article.

- 17.5 All notices and communications referred to herein shall be deemed given on the fifth day following mailing if given in accordance with this Article.
- 17.6 If Lessee is not a resident of the State of California or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Lessee shall file with Lessor a designation of natural person residing in the State of California, giving the name, residence and business address as the agent of Lessee for the service of process in any court action between Lessee or Encumbrance Holder and Lessor, arising out of or based on this Lease, and delivery to such agent of written notice or a copy of any process in such action shall constitute a valid service upon Lessee.

## 18 POSSESSORY INTEREST TAXES, TAXES, ASSESSMENTS, FEES AND LIENS

- 18.1 Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is hereby advised that this Lease creates a possessory interest subject to property taxation and, as the party in whom the possessory interest is vested, Lessee will be subject to payment of taxes levied on said interest.
- 18.2 Lessee shall pay promptly all taxes and assessments of any kind whatsoever assessed or levied for or upon the leased premises, including taxes and assessments assessed or levied upon any machines, appliances, property, property interest, possessory interest, or improvement of any kind erected, installed, maintained upon, or used in connection with the leased premises. Lessee shall also pay promptly any taxes levied upon the business or other activities of Lessee, upon or in connection with the leased premises. Furthermore, Lessee shall promptly pay any fees imposed by law for any licenses or permits for any business or activity of Lessee upon the leased premises.

18.2.1 The payment of any such taxes, fees, or charges shall not constitute cause for modification of rent payable to Lessor.

### 18.3 LIENS:

Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

## 19 ESTOPPEL CERTIFICATE

Lessee shall execute and deliver to Lessor, within ten (10) days after receipt of Lessor's request, any estoppel certificate or other statement to be furnished to any prospective purchaser of or any lender against the Premises. Such estoppel certificate shall acknowledge and certify each of the following matters, to the extent each may be true: that the Lease is in effect and not subject to any rental offsets, claims or defenses to its enforcement; the commencement and termination dates of the Term; that Lessee is paying rent on a current basis; that the improvements required to be furnished under the Lease have been completed in all respects; that the Lease constitutes the entire agreement between Lessee and Lessor relating to the Premises; that Lessee has accepted the Premises and is in possession thereof; that the Lease has not been modified, altered or amended except in specified respects by specified instruments; and that Lessee has no notice of any prior assignment, hypothecation or pledge of rents or the Lease. Lessee shall also, upon request of Lessor, certify and agree for the benefit of any lender against the Premises or the Building ("Lender"), or any trustee, that Lessee will not look to such Lender or Trustee as being liable for any act or omission of Lessor; as being obligated to cure any defaults of Lessor under the Lease which occurred prior to the time Lender or Trustee, its successors or assigns, acquired Lessor's interest in the Premises by foreclosure or

otherwise; as being bound by any payment of rent or additional rent by Lessee to Lessor for more than one month in advance; or as being bound by Lessor to any amendment or modification of the Lease without Lender's or Trustee's written consent.

## 20 DEFAULT

20.1 Notice and Remedies: In the event Lessee fails to pay rent or to perform any of Lessee's other obligations under this lease, or any part of this lease, when due or called for under this lease, Lessee shall be in default. Lessee shall have a period of three (3) days after service of written notice by Lessor specifying the nature of Lessee's default within which to cure such default, provided that if the nature of a non-monetary default is such that it cannot be fully cured within said three (3) day period, Lessee shall have such additional time as may be reasonably necessary to cure such default so long as Lessee proceeds promptly after service of Lessor's notice and proceeds diligently at all times to complete said cure. Lessee agrees that a notice served in accordance with the provisions of California CODE OF CIVIL PROCEDURE § 1161, as it may from time to time be amended, will constitute compliance with the notice requirements of this Section. If Lessee fails to cure any such default in a timely manner, Lessee shall be in breach of this lease, and Lessor with or without further notice or demand of any kind may, at its option:

20.1.1 Upon court order, may terminate Lessee's right to possession of the premises at any time. No act by Lessor other than giving notice of termination to Lessee shall terminate this lease. Acts of maintenance, efforts to relet the premises or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this lease shall not constitute a termination of Lessee's right to possession. On termination, Lessor shall have the right to recover from Lessee:

20.1.1.1 The worth of the time of the award of the unpaid rent that had been earned at the time of termination of this lease.

20.1.1.2 The worth at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided.

20.1.1.3 The worth at the time of the award of the amount by which unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided.

20.1.1.4 Any other amount, including court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

The phrase "worth at the time of the award" as used in the clauses (a) and (b) is to be computed by allowing interest at the rate of ten percent (10%) per annum. The same phrase as used in clause (c) above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

20.1.2 Lessor may exercise the remedy provided in California CIVIL CODE § 1951.4, i.e., Lessor may continue this lease in full force and effect, and collect rent as it becomes due, so long as Lessor does not terminate Lessee's right to possession pursuant to Section 20.1.1. During the period Lessee is in default, Lessor may enter the premises and relet them, or any part of them, to third parties for Lessee's account. Lessee shall be liable immediately to Lessor for all costs Lessor incurs in reletting the premises, including broker's commissions, expenses of remodeling the premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this lease. Lessee shall pay to Lessor the rent due under this lease on the dates the rent is due, less the rent Lessor receives from any reletting. No act by Lessor allowed by this subsection will terminate this lease unless Lessor notifies Lessee in writing that Lessor elects to terminate this lease. After Lessee's default and for so long as Lessor does not terminate Lessee's right to possession of the premises, if Lessee obtains Lessor's consent, Lessee will have the right to assign or sublet its interest in this lease, but Lessee will not be released from liability. If Lessor elects to relet the premises as provided in this subsection, rent that Lessor receives from reletting will be applied to the payment of: (i) first, any indebtedness from Lessee to Lessor other than rent due from Lessee; (ii) second, all costs, including for maintenance, incurred by Lessor in reletting; (iii) third, rent due and unpaid under this lease. After deducting the payments referred to in this subsection, any sum remaining from the rent Lessor receives from reletting will be held by Lessor and applied to payment of future rent as rent becomes due under this lease. If, on the date rent is due under this lease, the rent received from the reletting is less than the rent due on that date, Lessee will pay to Lessor, in addition to the remaining rent due, all costs, including maintenance, Lessor incurred in reletting which remain after applying the rent received from the reletting.

20.1.3 Lessor may, after expiration of any applicable cure period, unless there is an emergency, correct or remedy any failure of Lessee not timely cured. The reasonable cost paid by Lessor to correct or remedy any such default will immediately become due and payable to Lessor as additional rent.

20.2 Notice of Termination: No re-entry or reletting of the premises shall be construed as an election by Lessor to terminate Lessee's right to possession of this lease unless a written notice of such intention is given by Lessor to Lessee; and notwithstanding any such reletting without such termination, Lessor may at any time thereafter elect to terminate Lessee's right to possession and this lease in the event that at such time Lessee remains in default under this lease.

20.3 Waiver of Notice; Performance by Lessor Upon Lessee's Default. Notwithstanding any provision of this Section: (a) if Lessee is required to comply with any governmental requirement, Lessee shall not be entitled to notice of default from Lessor or any right to cure beyond the period within which such compliance may be required by such governmental requirement; or (b) with respect to provisions of this lease which expressly provide that this lease may be terminated effective on service of notice, Lessee shall be entitled to a right to cure only if a right to cure is required by law; or (c) if in Lessor's reasonable business judgment the continuation of any default by Lessee for the full period of notice provided for in this Section will jeopardize the premises or the rights of Lessor, Lessor may, with or without notice, elect to perform those acts with respect to which Lessee is in default for the account and at the expense of Lessee. If by reason of such default by Lessee, Lessor is compelled to pay or elects to apply any sum of money, including, but without limitation, reasonable attorney's fees, such sum or sums so paid by Lessor, with interest thereon from the date of such payment at the rate provided in this lease, shall be due from Lessee to Lessor on the first day of the month next following such payment by Lessor.

- 20.4 Interest. Any amount owed to Lessor under the terms and provisions of this lease which is not paid when due shall bear interest at the rate provided below from the date the same becomes due and payable by the terms and provisions of this lease until paid, unless otherwise specifically provided in this lease. The interest rate that shall apply shall be the highest rate allowed by applicable law.
- 20.5 Other remedies. Nothing contained in this lease shall limit Lessor to the remedies set forth in this Section. Upon Lessee's breach, Lessor shall be entitled to exercise any right or remedy then provided by law, including, but not without limitation, the right to obtain injunctive relief and the right to recover all damages caused by Lessee's breach in the performance of any of its obligations under this lease.
- 20.6 Each term and each provision in this Lease to be kept, observed, or performed by Lessee shall be construed to be both a covenant and a condition.

## 21 INSOLVENCY

If at any time during the term there is filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if a receiver or trustee takes possession of any of the assets of Lessee, or if the leasehold interest under this Lease passes to a receiver, or if Lessee makes an assignment for the benefit of creditors or petitions for or enters into an arrangement (any of which are referred to herein as "a bankruptcy event"), then the following provisions shall apply:

- 21.1 Neither this Lease, nor any interest in this Lease, nor any estate created hereby, shall pass by operation of law under any state or federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Lessor, which may be withheld in Lessor's, but which shall not be unreasonably withheld. Any purported transfer in violation of the provisions of this Section shall constitute a breach of this Lease, regardless of Lessee's compliance with the other provisions of this Lease; and Lessor at its option by written notice to Lessee may exercise all rights and remedies provided for in Section 20, including the termination of this Lease, effective on service of such notice without the necessity of further notice.
- 21.2 Any receiver, trustee in bankruptcy or Lessee as debtor in possession ("debtor") to which Lessee's interest under this Lease is transferred with Lessor's consent under Section 21.1 immediately preceding shall, within the time permitted under the applicable statute, either expressly assume or reject this Lease following the entry of an "Order for Relief".
- 21.3 In the event of an assumption of this Lease by a debtor, receiver or trustee, such debtor, receiver or trustee shall immediately after such assumption (i) cure any default of Lessee or provide adequate assurances that defaults of Lessee will be promptly cured; and (ii) compensate Lessor for actual pecuniary loss or provide adequate assurances that compensation will be made for actual pecuniary loss; and (iii) provide adequate assurance of future performance. For the purpose of this Subsection, adequate assurance of future performance of all obligations under this Lease shall include, but is not limited to:

21.3.1 Written assurance that Rent and any other consideration due under this Lease shall first be paid before any other of Lessee's costs of operation of its business in the Premises are paid; and

21.3.2 Written agreement that assumption of this Lease will not result in a breach of any provision of this Lease or the Declaration, including, but not limited to, any provision relating to use or exclusivity in this or any other Lease or in the Declaration or agreement relating to the Premises, or if such a breach is caused, the debtor, receiver or trustee will indemnify, protect, defend and hold harmless Lessor against any loss, cost, damage or liability (including costs of suit and attorneys' fees) occasioned by such breach.

21.4 Where a default exists under this Lease, the debtor, trustee or receiver may not require Lessor to provide services or supplies incidental to the Lease before its assumption by such debtor, trustee or receiver, unless Lessor is compensated under the terms of this Lease for such services and supplies provided before the assumption of this Lease.

21.5 The debtor, receiver or trustee may only assign this Lease if adequate assurance of future performance by the assignee is provided, whether or not there has been a default under this Lease. Any consideration paid by any assignee in excess of the Minimum Rent reserved in this Lease shall be the sole property of, and be paid to, Lessor. Upon assignment by the debtor, trustee or receiver, the obligations of this Lease shall be deemed to have been assumed by the assignee, and the assignee shall execute an assumption agreement on request of Lessor.

21.6 Lessor shall be entitled to the fair market value for the Premises and the services provided by Lessor (but in no event less than the Minimum Rent reserved in this Lease) subsequent to the commencement of a bankruptcy event.

21.7 To the extent such remedies are permitted by law, Lessor specifically reserves any and all remedies available to Lessor in Section 20 of this Lease or at law or in equity with respect to a bankruptcy event by Lessee,

## 22 REMEDIES CUMULATIVE.

The various rights, elections and remedies of Lessor and Lessee contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any of the others, or of any right, priority or remedy allowed or provided for by law.

## 23 ATTORNEY'S FEES.

If either party files any action or brings any proceeding against the other party arising out of this Lease or for the declaration of any rights under this Lease, the prevailing party therein shall be entitled to recover from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party as determined by the court. If either party ("secondary party") without its fault is made a party to litigation instituted by or against the other party ("primary party"), the primary party shall pay to the secondary party all costs and expenses, including reasonable attorney's fees, incurred by the secondary party in connection therewith.

## 24 WAIVER OF DEFAULT

The waiver by either party of any default in the performance by the other of any covenant contained in this Lease shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained in this Lease. The subsequent acceptance of Rent or other amounts under this Lease by Lessor shall not constitute or be deemed to constitute a waiver of any preceding default other than the failure of Lessee to pay the

particular Rent or other amount or portion thereof so accepted, regardless of Lessor's knowledge of such Preceding default at the time of acceptance of such Rent or other amount. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

## 25 NO PARTNERSHIP

Neither Lessor nor Lessee shall in any way or for any purpose be deemed a partner, joint venture or member of any joint enterprise with the other.

## 26 SUBTENANCIES.

The voluntary or other surrender of this Lease by Lessee or a mutual cancellation of this Lease shall not effect a merger and shall, at Lessor's option, terminate all existing subtenancies or operate as an assignment to Lessor of any or all of such subtenancies.

## 27 SUCCESSORS.

This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors. The term "successors" is used in this Lease in its broadest possible meaning and includes, but is not limited to, every person succeeding to any interest in this Lease or the Premises of Lessor or Lessee, whether such succession results from the act or omission of such party. Every covenant and condition of this Lease shall be binding upon all permitted assignees, sublessees, licensees and concessionaires of Lessee.

## 28 REMOVAL OF LESSEE'S PROPERTY

Upon expiration of the Term of this Lease or upon any earlier termination thereof, Lessee shall remove at its own expense all of Lessee's equipment, merchandise and personal property (collectively called "Lessee's property") which were installed by Lessee or any sublessee, concessionaire or licensee in or upon the Premises. In the event of any injury or damage to the Premises or to any portion of the Project resulting from the removal of Lessee's property, Lessee shall promptly pay to Lessor the cost of repairing such injury or damage. Lessee shall complete such removal before the time provided in this lease unless prevented from so doing by a delaying cause; or Lessor may, at Lessor's option, retain any or all of Lessee's property, and title to Lessee's property shall thereupon vest in Lessor without the execution of documents of sale or conveyance by Lessee, or Lessor may remove any or all items of Lessee's property from the Premises and dispose of them in any manner Lessor sees fit, and Lessee shall pay upon demand to Lessor the actual expense of such removal and disposition together with interest from the date of payment by Lessor until repayment by Lessee.

## 29 EFFECT OF CONVEYANCE.

If during the Term of this Lease, Lessor conveys its interest in the Premises or this Lease, then from and after the effective date of such conveyance, Lessor shall be released and discharged from any and all further obligations and responsibilities under this Lease except those already accrued of which Lessor has notice at the time of conveyance. Release of security deposit shall be in accordance with Section 16 of this lease.

## 30 LESSOR'S DEFAULT; NOTICE TO LENDER.

- 30.1 Lessor's Default. In the event Lessor fails to perform any of its material obligations under this Lease, then Lessor shall be in default. Lessor shall commence promptly to cure such default immediately after receipt of written notice from Lessee specifying the nature of such default and shall complete such cure within thirty (30) days thereafter, provided that if the nature of such default is such that it cannot be cured within said thirty (30) day period, Lessor shall have such additional time as may be reasonably necessary to complete its performance so long as Lessor has proceeded with diligence after receipt of Lessee's notice and is then proceeding with diligence to cure such default.

30.2 Notice to Lender. Whenever Lessee serves notice on Lessor of Lessor's default, written notice shall also be served at the same time upon the mortgagee under any first or second mortgage or beneficiary under any first or second deed of trust. Such mortgagee or beneficiary shall have the periods of time within which to cure Lessor's defaults as are provided in this lease which periods shall commence to run ten (10) days after the commencement of the periods within which Lessor must cure its defaults. In this connection any representative of the mortgagee or beneficiary shall have the right to enter upon the Premises for the purpose of curing Lessor's default. Such mortgagee or beneficiary shall notify Lessor and Lessee in the manner provided by this lease at the address of such mortgagee or beneficiary to which such notice shall be sent, and the agreements of Lessee are subject to prior receipt of such notice. If the nature of the default is such that the mortgagee's or beneficiary's possession is required to cure the default, then Lessee will not terminate the Lease so long as such mortgagee or beneficiary commences proceedings to obtain possession of the Premises within the period of time afforded to the mortgagee or beneficiary to cure such default, and once the mortgagee or beneficiary has obtained possession, diligently proceeds to cure the default. Nothing contained in this Lease shall be construed to impose any obligation on any mortgagee or beneficiary to cure any default by Lessor under the Lease.

### 31 INTERPRETATION.

31.1 The captions by which the Sections of this Lease are identified are for convenience only and shall not affect the interpretation of this Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders. If there is more than one signatory hereto as Lessee, the liability of such signatories shall be joint and several. If any provision of this Lease shall be held to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in effect and shall in no way be impaired thereby. The lease shall be the presiding document and where the lease remains silent or requires further interpretation, the general conditions shall prevail.

### 32 ENTIRE INSTRUMENT.

It is understood that there are no oral agreements between the parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, correspondence, arrangements, brochures, agreements and understandings, if any, between the parties or their representatives or displayed by Lessor to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease cannot be modified in any respect except by writing signed and entered into by Lessor and Lessee. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. The lease amount may be adjusted at each renewal period to fair market value determined by independent appraisals if requested by either party.

### 33 EASEMENTS.

This Lease is made expressly subject to:

- 33.1 Any conditions, covenants, conditions and restrictions and/or easements of record on the Premises and/or the Project: and
- 33.2 Any easements for utilities or ingress and egress that now or hereafter may be placed of record by Lessor for purposes of the common benefit of the occupants of the Project. Lessee agrees to execute such documents necessary to subordinate its

interest hereunder to such easements, provided such easements will not affect adversely Lessee's use of the Premises.

### 34 SALE BY LESSOR.

The Premises or Lessor's interest under this Lease (or both) may be freely sold or assigned by Lessor and, in the event of any such sale or assignment, the covenants and obligations of Lessor herein shall be binding on each successive "Lessor" and its successors and assigns, only during their respective periods of ownership.

### 35 PAYMENTS.

Except as otherwise expressly stated, each payment required to be made hereunder shall be in addition to, and not in substitution for, other payments to be made by Lessee.

### 36 NO OFFER.

The preparation and submission of a draft of this Lease by either party to the other shall not constitute an offer, nor shall either party be bound to any terms of this Lease or the entirety of the Lease itself until both parties have signed a final document and an original document signed by both parties has been received by each party. Until such time as the parties are bound as described in the previous sentence, either party is free to terminate negotiations with no obligation to the other.

### 37 DISPUTED SUMS

Under the terms of this Lease, numerous charges are and may be due from Lessee to Lessor, including, without limitation, personal property taxes, insurance payments and other items of a similar nature, including, but not limited to, advances made by Lessor, at Lessor's option, with respect to Lessee's default. In the event that at any time during the Term there is a bona fide dispute between the parties concerning the amount due for any of such charges claimed by Lessor to be due, the amount demanded by Lessor shall be paid by Lessee until resolution of the dispute between the parties or by litigation. Failure by Lessee to pay the disputed sums until resolution shall constitute default under the terms of this Lease.

### 38 ASSIGNABILITY/SUBLETTING:

Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. The General Conditions referred to in Section 1.5 of this lease state specifically the conditions for assignment, subletting and hypothecation.

### 39 RIGHT OF ACCESS

Upon reasonable prior written notice given to Lessee no less than twenty-four (24) hours in advance (except that no notice shall be required in situations Lessor determines are emergencies), Lessor and its authorized agents and representatives shall be entitled to enter the premises at all reasonable times for the purpose of: inspecting the premises, making repairs which Lessor is entitled to make under this lease, curing a default of Lessee, posting any notice provided by law that relieves Lessor from responsibility for the acts of Lessee, exhibiting the premises to prospective buyers, lessees or lenders, and posting ordinary signs advertising the premises for sale or for lease during the last one hundred eight (180) days of the term, as it may be extended. For the foregoing purposes, Lessor may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the building shall not be unreasonably blocked thereby, and further providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages or abatement of rent or for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the premises, and any other loss occasioned by Lessor's entry and actions pursuant to this Section, except to the extent caused by the willful misconduct of Lessor or Lessor's agents. Lessor shall have the right to use any and all means which Lessor may deem proper in an emergency to obtain entry to the premise without liability to Lessee, except for any failure to exercise due care for Lessee's property, and any entry to building obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the premises or an eviction of Lessee from the premises or any portion thereof.

#### 40 DELAYING CAUSES

If either party is delayed in the performance of any covenant of this lease because of any of the following causes (referred to elsewhere in this lease as a "delaying cause"): action of the elements, war, riot, labor dispute, inability to procure or general shortage of labor or material in the normal channels of trade, delay in transportation, delay in inspections, governmental action or moratorium or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, financial inability exempted, then such performance shall be excused for the period of delay and the period for such performance shall be extended for a period equivalent to the period of such delay, except that the foregoing shall in no way affect Lessee's obligation to pay minimum annual rent payable under this lease or the length of the term.

#### 41 SEVERABILITY

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 42 NON-DISCRIMINATION

Lessee shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, age, sex, sexual orientation, or disability. Lessee shall comply with the Civil Rights Act of 1964 (42 USC 2000d), Section 112 of Public Law 92-65, Age Discrimination Act of 1975 (42 USC 6102) and Section 504 of the Rehabilitation Act of 1973 (26 USC 794).

#### 43 SUBORDINATION

This Lease is subordinate to any mortgage that now exists, or may be given later by Lessor, with respect to the Premises.

#### 44 GOVERNING LAW

This Lease shall be construed in accordance with the laws of the State of California.

**VERIDIAN ADVISORS, LLC  
LESSEE**

**MOSS LANDING HARBOR DISTRICT,  
LESSOR**

By: Gary Mullen, Director

By: Linda G. McIntyre, General Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**GARY MULLEN, an Individual  
LESSEE**

**NORMAN MORALES, an Individual  
LESSEE**

\_\_\_\_\_  
Gary Mullen

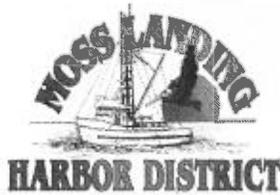
\_\_\_\_\_  
Norman Morales

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Lessor's Initials: \_\_\_\_\_

Lessee's Initials: \_\_\_\_\_



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

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**GENERAL MANAGER**  
**HARBOR MASTER**  
Linda G. McIntyre, Esq.  
**Assistant General Manager**  
Tommy Razzeca

## **STAFF REPORT**

**ITEM NUMBER 24 – CONSIDER ALTERNATE SPECIAL DISTRICTS REPRESENTATIVE FOR  
LAFCO BOARD  
BOARD MEETING OF MAY 3, 2018**

The Monterey County LAFCO Board includes a regular Special District Representative and an Alternate Special District Representative. All Special Districts in Monterey County are entitled to one vote.

There were 4 candidates nominated for the Regular (primary) representative seat and in February the MLHD Board voted for Mary Ann Leffel to fill that seat. Mary Ann Leffel was elected to fill the Regular Seat representing Special Districts on the LAFCO Board. The remaining 3 nominees are seeking to fill the Alternate Member seat as shown on the Official Ballot which is attached.

The Board should select one candidate from the list and authorize the General Manager to sign the Ballot or make no selection and direct staff to not return the ballot.

# LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY

March 28, 2018

## OFFICIAL BALLOT OF THE INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE

### FOR ELECTION OF ONE ALTERNATE SPECIAL DISTRICT REPRESENTATIVE TO LAFCO

#### Voting Instructions:

1. The presiding officer of the legislative body of the District or the legislative body's alternate officer is authorized to vote. Please vote for one candidate. A majority of Districts must return ballots in order to conclude the election. The candidate receiving the most votes will be elected to the Alternate Member seat.
2. Please return this ballot to LAFCO of Monterey County at P.O. Box 1369, Salinas, CA 93902 or at 132 W. Gabilan Street, Suite 102, Salinas, CA 93901.
3. **Deadline** - Ballots must be received in the LAFCO office by **May 4, at 5:00 p.m.** LAFCO may extend this deadline if more time is needed to obtain ballots from a majority of Districts.

#### PLEASE VOTE FOR 1 CANDIDATE (ALTERNATE MEMBER SEAT):

- Herbert Cortez (Marina Coast Water District)
- Grant Leonard (North Monterey County Recreation and Park District)
- Graig Stephens (Soledad Community Health Care District)

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VOTING MEMBER SIGNATURE: \_\_\_\_\_

INDEPENDENT SPECIAL DISTRICT: \_\_\_\_\_

DATE: \_\_\_\_\_