

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

**January 31, 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. Consider personnel matters pursuant to Government Code Section 54957- Evaluation-General Manager.

**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. ELECTION OF OFFICERS**

1. ITEM – Nominations and election of the 2018 Officers for the Board of Harbor Commissioners. The General Manager will conduct the Election of Officers.

**F. 2018 COMMITTEE APPOINTMENTS**

2. ITEM - The President will appoint Commissioners to various Harbor District committees:
  - a. Elkhorn Slough Advisory Committee
  - b. Liveaboard Committee
  - c. Harbor Improvement Committee
  - d. Real Property Committee I
  - e. Real Property Committee II
  - f. Special Districts/LAFCO
  - g. Personnel Committee
  - h. Finance Committee
  - i. Ad Hoc Budget Committee

**SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947**

## **G. CONSENT CALENDAR**

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3. Approval of the October 25, 2017 Regular Meeting Minutes.
4. Approval of December 14, 2017 Special Meeting Minutes

## **H. FINANCIAL REPORT**

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5. Financial report month ending December 31, 2017.

## **I. MANAGER'S REPORTS**

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The General Manager will make oral or written presentations on the below subjects. The Board may take such action as deemed necessary. The Manager may present additional reports; however, the Board may not take action on any such item not on this Agenda.

6. Projects Status/Update
7. Community Relations; Requests/Issues
8. Summary of Permits Issued
9. Meeting Announcements
10. Assigned Liveboard Report
11. Slip Income Report
12. Incident Report

## **J. COMMITTEE REPORTS**

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13. Finance Committee – Ferrante/Goulart
14. Elkhorn Slough Advisory Committee – Leonardini
15. Special Districts – Jeffries/Ferrante
16. Liveboard Committee – Jeffries/ Goulart
17. Harbor Improvement Committee – Shirrel/Goulart
18. Real Property Committee I – Jeffries/Leonardini
19. Real Property Committee II – Ferrante/Shirrel
20. 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.

## **K. NEW BUSINESS**

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21. ITEM – Maintenance Dock Erosion Emergency Project update.
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action
22. ITEM – Consider Adopting Resolution 18-01 rescinding Resolution 17-16 revising Wald Ruhnke Dost Architects consulting and professional services costs related to pending projects
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action
23. ITEM – Consider Adopting Resolution 18-02 Amending Environmental Services Contract with Aspen Environmental Group and Amending the Reimbursement Agreement with Nader Agha/Moss Landing Commercial Park, LLC
  - a. Staff report
  - b. Public comment
  - c. Board discussion
  - d. Board action

24. ITEM – Consider Adopting Resolution 18-03 regarding compliance with OMB super circular procurement and audit requirements, policies and procedures by July 1, 2018.

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

#### **L. COMMISSIONERS COMMENTS AND CONCERNS**

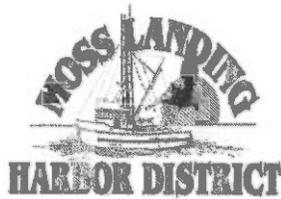
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Commissioners may address items of concern at this time, and may request that items be placed on future agendas in accordance with the By-laws of the Board.

#### **M. ADJOURNMENT**

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The next Meeting of the Board of Harbor Commissioners is scheduled for February 28, 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 logging onto the District's website at [www.mosslandingharbor.dst.ca.us](http://www.mosslandingharbor.dst.ca.us), by contacting the District at 831.633.5417 or by emailing [Mcintyre@mosslandingharbor.dst.ca.us](mailto:Mcintyre@mosslandingharbor.dst.ca.us). All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



**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



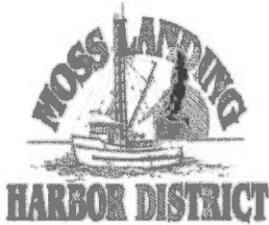
**GENERAL MANAGER**  
**HARBOR MASTER**  
 Linda G. McIntyre, Esq.  
 Assistant General Manager  
 Tommy Razzeca

ITEM NUMBER 2 – BOARD MEETING OF JANUARY 31, 2018

2018 Committee Appointments

1. Elkhorn Slough Advisory Committee \_\_\_\_\_
2. Liveaboard Committee \_\_\_\_\_
3. Harbor Improvement Committee \_\_\_\_\_
4. Real Property Committee I \_\_\_\_\_
5. Real Property Committee II \_\_\_\_\_
6. Special Districts/CSDA \_\_\_\_\_
7. Personnel Committee \_\_\_\_\_
8. Finance Committee \_\_\_\_\_
9. Ad Hoc Budget Committee \_\_\_\_\_

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*



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

October 25, 2017

**A. CLOSED SESSION**

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

1. Confer with real property negotiators (District Counsel and GM) regarding two (2) matters pursuant to Government Code §54956.8: both on a portion of APN #413-022-003 (NH).
2. Confer with real property negotiators (District Counsel and GM) regarding one (1) matter pursuant to Government Code §54956.8: Santa Cruz Cannery Building & North Harbor.

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

The meeting 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

**Staff Present:**

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

**C. PRESIDENT'S REMARKS**

The President announced that the Board met in Closed Session and no decisions were made; that direction was given to the General Manager and to District Counsel.

**D. PUBLIC COMMENTS**

None

**E. CONSENT CALENDAR**

1. Approval of the September 27, 2017 Regular Meeting Minutes. A motion was made by Commissioner Shirrel seconded by Commissioner Leonardini to approve the Minutes. The motion passed 4-0-1: Commissioners Jeffries, Leonardini, Shirrel and Goulart voted aye; Commissioner Ferrante abstained.
2. Approve Amendment No. 7 to the ML Community Plan EIR Services Contract. A motion was made by Commissioner Ferrante seconded by Commissioner Goulart to approve the Amendment. The motion passed unanimously on a roll call vote.

**F. FINANCIAL REPORT**

3. Financial report month ending September 30, 2017. GM McIntyre gave the highlights. A motion was made by Commissioner Shirrel seconded by Commissioner Leonardini to accept the Financial Report. The motion passed unanimously on a roll call vote.

**G. MANAGER'S REPORTS**

The General Manager made written presentations on the below subjects.

4. Projects Status/Update – Commissioner Ferrante commented that one HVAC unit in the Cannery Building was replaced; what about the other two? GM McIntyre responded they will be replaced when they become non-functional.
5. Community Relations; Requests/Issues – Commissioner Ferrante commented that the GM wrote a letter to FEMA regarding the representative assigned to MLHD’s claim who seemed to be working against the District. President Jeffries explained the situation.
6. Summary of Permits Issued – written report, no questions
7. Meeting Announcements – written report, no questions
8. Assigned Liveboard Report – written report, no questions
9. Slip Income Report – written report, no questions
10. Incident Report – written report, no questions

## **H. COMMITTEE REPORTS**

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11. Finance Committee – Ferrante/Goulart – nothing to report
12. Elkhorn Slough Advisory Committee – Leonardini – nothing to report
13. Special Districts – Jeffries/Ferrante – President Jeffries and Commissioner Ferrante attended the SDAMC meeting at which Senator Monning was a guest speaker.
14. Liveboard Committee – Jeffries/ Goulart – 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. Ad Hoc Budget Committee – Leonardini/Shirrel – nothing to report
19. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Nothing to report.

## **I. NEW BUSINESS**

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20. ITEM – Update on Maintenance Dock Erosion Emergency Project
  - a. Staff report – GM McIntyre gave the report. Commissioner Ferrante inquired about rip rap.
  - b. Public comment - none
  - c. Board discussion - none
  - d. Board action – by consensus the Board indicated that emergency conditions continue to exist and that the provisions of Resolution No. 17-01 should continue in full force and effect.
  
21. ITEM – Consider Adopting Resolution 17-13 canceling the November and December Board meetings and fixing a substitute date therefor.
  - a. Staff report – GM McIntyre gave the report
  - b. Public comment - none
  - c. Board discussion – selected December 14, 2017 for the substitute meeting date
  - d. Board action – Commissioner Ferrante made a motion seconded by President Jeffries to adopt Resolution 17-13. The motion passed unanimously on a roll call vote.
  
22. A. Commissioner Shirrel made a motion seconded by Commissioner Leonardini to add this item to the Agenda since it is urgent, time sensitive and came in after the Agenda was posted. The motion passed unanimously on a roll call vote.

ITEM – Consider Adopting Resolution 17-14 authorizing consulting services with Haro Kasunich re North harbor Building project.

- B. a. Staff report – GM McIntyre gave the report
- b. Public comment - none
- c. Board discussion – none
- d. Board action – Commissioner Leonardini made a motion seconded by Commissioner Ferrante to adopt Resolution 17-14. The motion passed unanimously on a roll call vote.

**K. COMMISSIONERS COMMENTS AND CONCERNS**

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Commissioner Ferrante commented that the Agenda Packet looked nice; that the CSDA conference had 825 attendees, and reiterated his desire to have ground breaking at North Harbor.

Commissioner Leonardini I said he wants an update on future monthly Board meetings showing what is being spent on the North harbor building project.

Commissioner Goulart inquired the status of the water lines on B Dock; AGM Razzeca said he had Bay Fire out and they plan to do a pressure test.

**L. ADJOURNMENT**

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President Jeffries adjourned the meeting at 7:33 pm.

Respectfully Submitted,

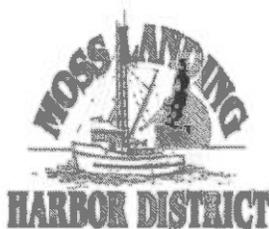
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Vince Ferrante, Secretary  
Board of Harbor Commissioners

ATTEST:

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Linda G. McIntyre, Deputy Secretary  
Board of Harbor Commissioners



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

December 14, 2017

**A. CLOSED SESSION**

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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 AGM) regarding the following matters pursuant to Government Code 54956.8:

- A. A Portion of APN #413-022-003 (NH)
- B. The Santa Cruz Cannery Building
- C. Moss Landing Commercial Park

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

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Open session was called to order at 2:35 pm. After the Pledge of Allegiance roll was called.

**Commissioners Present:**

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

**Staff Present:**

Mike Rodriguez – District Counsel  
Tommy Razzeca – Assistant General Manager  
Shay Shaw – Administrative Assistant  
**Absent:** Linda G. McIntyre – General Manager  
(Excused)

**C. PRESIDENT'S REMARKS**

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The President 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**

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No public comments were made.

**E. SPECIAL PRESENTATION OF ANNUAL AUDITED FINANCIAL STATEMENT**

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1. Receive report from CPA firm re the FYE June 30, 2017 Audited Financial Statement.

A. Staff report - Written report.

B. Mr. Ryan Jolley of the firm Bryant L. Jolley CPA's presented the highlights of the FYE June 30, 2017 audited financial statement with a brief summary. Mr. Jolley stated that no deficiencies or material weaknesses were found during the audit and that the Districts books and Records were found to be in accordance with generally accepted accounting principles.

**F. CONSENT CALENDAR**

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2. Approval of the October 25, 2017 Regular Meeting Minutes. The Minutes were unavailable. President Russ Jeffries made a recommendation to the Board to wait until the January board meeting to receive the Minutes. Commissioner Ferrante made a motion seconded by Commissioner Goulart to postpone consideration of the Minutes. The motion passed unanimously after a roll-call vote.

## **G. FINANCIAL REPORT**

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3. Financial report month ending October 31, 2017. AGM Razzeca gave highlights of the financial report. No comments were made. A motion was made by Commissioner Leonardini, seconded by Commissioner Shirrel to accept the Financial Report. The motion passed unanimously on a roll-call vote.

## **H. MANAGERS REPORT**

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

## **I. COMMITTEE REPORTS**

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11. Finance Committee – Ferrante/Goulart – no meetings
12. Elkhorn Slough Advisory Committee – Leonardini – no meetings
13. Special Districts – Jeffries/Ferrante – nothing to report
14. Liveboard Committee – Jeffries/ Goulart - nothing to report
15. Harbor Improvement Committee – Shirrel/Goulart – no meetings
16. Real Property Committee I – Jeffries/Leonardini – met with Monterey County staff in November to discuss three projects, the Hotel at North Harbor, Café at the Santa Cruz Cannery Building and a Fishermen’s Dormitory next to the Cannery. Commissioners Jeffries and Leonardini shared with the Board their views and comments regarding the meeting with the County staff.
17. Real Property Committee II – Ferrante/Shirrel – no meetings
18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Oral report from Commissioner Ferrante regarding a couple of CSDA meetings he attended in Sacramento. Commissioner Ferrante provided updates on different aspects of CSDA business throughout his report. Commissioner Ferrante also provided information on CSDA sponsored funding and scholarship opportunities that may be available to the District.

## **J. NEW BUSINESS**

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19. ITEM – UPDATE- Maintenance Dock Erosion Emergency Project, Resolution No. 17-15 re Pile Placement
  - a. Staff report – AGM Razzeca gave the report
  - b. Public comment – none
  - c. Board discussion - Commissioner Leonardini asked questions regarding other possible options aside from driving piles to secure the Maintenance Dock gangway and made some suggestions for staff to consider. AGM Razzeca informed the Board that the District’s engineer Paul Roberts had provided the specifications requiring pile driving to secure the gangway but that staff would also continue to do their due diligence to ensure that a more economical option that met the engineered specifications wasn’t available before proceeding.
  - d. Board action - the Board by consensus indicated that emergency conditions continue to exist and that the provisions of Resolution No. 17-01 should continue in full force and effect. Additionally Commissioner Ferrante made a motion seconded by Commissioner

Shirrel to adopt Resolution 17-15 authorizing the GM to expend not to exceed \$40,000 to replace the essential Maintenance dock piles. The motion passed unanimously on a roll-call vote.

20. ITEM – Consider Adopting Resolution 17-16 for architectural consulting and professional services related to pending projects.
  - a. Staff report – AGM Razzeca gave the report.
  - b. Public comment – none
  - c. Board discussion – Commissioner Goulart asked if staff had explored other Architects to work on the pending projects. President Jefferies responded by informing the Board that the GM had reached out to some additional firms in the Monterey County area but had not received any other responses.
  - d. Board action – a Motion was made by Commissioner Leonardini, seconded by Commissioner Ferrante to adopt Resolution 17-16. The motion passed unanimously on a roll-call vote.
  
21. ITEM – Consider Adopting Resolution No. 17-17 accepting proposal from Advanced Testing and Inspections for the North Harbor Building Project.
  - a. Staff report – AGM Razzeca gave a the report
  - b. Public comment - None
  - c. Board discussion – Commissioner Goulart asked questions regarding the necessity of the inspections and whether the cost provided by ATI was an estimated or exact cost. AGM Razzeca responded by informing the board that the quote provided by ATI was an estimated cost and that the inspections ATI would be performing are required aspects of the project. President Jefferies also commented that these particular inspections are specialty inspections and that ATI is listed as an acceptable Monterey County contractor for providing these required inspections.
  - d. Board action – Commissioner Goulart made a motion, seconded by Commissioner Shirrel to adopt Resolution No. 17-17. The motion passed unanimously on a roll call vote.
  
22. ITEM – Consider Adopting Resolution No. 17-18 Regarding SDRMA Workers Compensation Insurance requirements
  - a. Staff report – Assistant GM Razzeca gave the report
  - b. Public comment – none
  - c. Board discussion – The Commissioners discussed which category should be selected to provide workers compensation insurance for the Board.
  - d. Board action- a Motion was made by Commissioner Shirrel, seconded by Commissioner Goulart to select box 1and adopt Resolution No. 17-18. The Motion passed unanimously on a roll call vote.
  
23. ITEM – Consider adopting Resolution No. 17-19 Declaring Boat Wash Equipment Surplus and authorizing appropriate disposition thereof
  - a. Staff report – Assistant GM Razzeca gave the report
  - b. Public comment – none
  - c. Board discussion- Commissioner Goulart asked about value of the equipment and President Jefferies clarified reasons why we are unable to use the wash facility.
  - d. Board action- a Motion was made by Commissioner Shirrel, seconded by Commissioner Goulart to adopt Resolution 17-19. The Motion passed unanimously on a roll call vote.

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

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Commissioner Ferrante asked about the date of the January 2018 Board meeting. Commissioner Goulart asked if staff had followed up on repair of the fire suppression water line on B Dock; AGM Razzeca informed him that staff had. Commissioner Goulart also asked District Counsel if the District was “liable for anything that happens in the building” referring to the existing North Harbor restaurant (Sea Harvest), President Jefferies and District Counsel informed Commissioner Goulart that the building belongs to the tenant who has insurance providing full indemnification and the District would not be liable for incidents occurring inside the building.

## **L. ADJOURNMENT**

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The meeting adjourned at approximately 4:00 pm.

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 December 31, 2017

	<u>Dec 31, 17</u>	<u>Dec 31, 16</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	-45,144	69,016	-114,160	-165%
1010 · Union - M.M.	4,816,329	4,267,841	548,488	13%
1011 · Union - Payroll	35,133	34,910	223	1%
1015 · 1st Capital Bank	1,545,961	1,543,379	2,582	0%
1016 · Pinnacle Bank Interest Account		22,922	-22,922	-100%
1018 · Union Bank- Trust Account	262,008	386,131	-124,123	-32%
1020 · Umpqua - Restricted	1,010,244	1,008,858	1,386	0%
<b>Total Checking/Savings</b>	<u>7,625,031</u>	<u>7,333,557</u>	<u>291,474</u>	<u>4%</u>
<b>Accounts Receivable</b>				
<b>11290 · Leases</b>				
1282 · NNN Receivable	60,000	26,304	33,696	128%
1295 · MBARI	1,285		1,285	100%
1299 · Pottery Planet	9,740		9,740	100%
<b>Total 11290 · Leases</b>	<u>71,025</u>	<u>26,304</u>	<u>44,721</u>	<u>170%</u>
1200 · Marina Receivables	101,867	74,151	27,716	37%
1201 · Marina - Allow for Bad Debt	-39,548	-36,020	-3,528	-10%
<b>Total Accounts Receivable</b>	<u>133,344</u>	<u>64,435</u>	<u>68,909</u>	<u>107%</u>
<b>Other Current Assets</b>				
<b>1271 · Prepaid Expenses</b>				
1270 · Insurance	17,475	13,083	4,392	34%
<b>Total 1271 · Prepaid Expenses</b>	<u>17,475</u>	<u>13,083</u>	<u>4,392</u>	<u>34%</u>
<b>Total Other Current Assets</b>	<u>17,475</u>	<u>13,083</u>	<u>4,392</u>	<u>34%</u>
<b>Total Current Assets</b>	<u>7,775,850</u>	<u>7,411,075</u>	<u>364,775</u>	<u>5%</u>
<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>	<u>26,671,305</u>	<u>26,671,305</u>		

**Moss Landing Harbor District**  
**Balance Sheet**  
As of December 31, 2017

	<u>Dec 31, 17</u>	<u>Dec 31, 16</u>	<u>\$ Change</u>	<u>% Change</u>
<b>1800 - Less - Depreciation</b>				
1805 - Equipment	-775,065	-768,889	-6,176	-1%
1810 - NH Buildings & Improvements	-3,637,364	-3,382,519	-254,845	-8%
1820 - NH Floating Docks	-503,421	-491,733	-11,688	-2%
1825 - NH Offsite Improvements	-446,816	-428,026	-18,790	-4%
1830 - SH Buildings & Improvements	-5,898,486	-5,686,931	-211,555	-4%
1840 - SH Floating Docks	-5,387,227	-4,965,468	-421,759	-8%
<b>Total 1800 - Less - Depreciation</b>	<u>-16,648,379</u>	<u>-15,723,566</u>	<u>-924,813</u>	<u>-6%</u>
<b>1900 - Land</b>	<u>1,642,860</u>	<u>1,642,860</u>		
<b>Total Fixed Assets</b>	<u>13,211,205</u>	<u>13,736,985</u>	<u>-525,780</u>	<u>-4%</u>
<b>Other Assets</b>				
1320 - Workers Comp Deposit	200	200		
1530 - Principal Financial CS	7,389	7,389		
<b>Total Other Assets</b>	<u>7,589</u>	<u>7,589</u>		
<b>TOTAL ASSETS</b>	<u><u>20,994,644</u></u>	<u><u>21,155,649</u></u>	<u><u>-161,005</u></u>	<u><u>-1%</u></u>

**Moss Landing Harbor District**  
**Balance Sheet**  
As of December 31, 2017

	<u>Dec 31, 17</u>	<u>Dec 31, 16</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	-9,203	613,691	-622,894	-102%
<b>Total Accounts Payable</b>	<u>-9,203</u>	<u>613,691</u>	<u>-622,894</u>	<u>-102%</u>
<b>Other Current Liabilities</b>				
2013 · Accrued Expenses	33,811		33,811	100%
2020 · Accrued Salaries Payable	2,904		2,904	100%
2021 · Accrued Vacation	88,372	87,287	1,085	1%
2023 · Accrued Payroll Taxes	605	-106	711	671%
2030 · Customer Deposits	301,436	288,406	13,030	5%
2050 · Employee 457 Payable	953		953	100%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	45,425	48,055	-2,630	-5%
<b>Total 2051 · Note Interest Payable</b>	<u>45,425</u>	<u>48,055</u>	<u>-2,630</u>	<u>-5%</u>
2080 · Prepaid Berth Fees	177,304	174,308	2,996	2%
2082 · MLCP Cost Reimb. Deposit	79,461	105,724	-26,263	-25%
<b>2086 · Prepaid Leases</b>				
20861 · Duke	21,728	21,093	635	3%
20862 · MBARI	8,394	8,579	-185	-2%
<b>Total 2086 · Prepaid Leases</b>	<u>30,122</u>	<u>29,672</u>	<u>450</u>	<u>2%</u>
2087 · Lease Deposits	14,164	14,164		
<b>Total Other Current Liabilities</b>	<u>774,557</u>	<u>747,510</u>	<u>27,047</u>	<u>4%</u>
<b>Total Current Liabilities</b>	<u>765,354</u>	<u>1,361,201</u>	<u>-595,847</u>	<u>-44%</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>4,442,925</u>	<u>5,407,919</u>	<u>-964,994</u>	<u>-18%</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%
Net Income	108,933	-126,163	235,096	186%
<b>Total Equity</b>	<u>16,551,719</u>	<u>15,747,732</u>	<u>803,987</u>	<u>5%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>20,994,644</u></u>	<u><u>21,155,651</u></u>	<u><u>-161,007</u></u>	<u><u>-1%</u></u>

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

Jul - Dec 17

<b>OPERATING ACTIVITIES</b>	
Net Income	108,933
Adjustments to reconcile Net Income to net cash provided by operations:	
11290 · Leases:1291 · Monterey Bay Kayak	8,970
11290 · Leases:1299 · Pottery Planet	-9,740
1200 · Marina Receivables	-38,136
1201 · Marina - Allow for Bad Debt	10,625
11290 · Leases:1282 · NNN Receivable	-15,000
1271 · Prepaid Expenses:1270 · Insurance	-17,475
1210 · Grants Receivable	587,412
1800 · Less - Depreciation:1805 · Equipment	10,201
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	129,497
1800 · Less - Depreciation:1820 · NH Floating Docks	6,018
1800 · Less - Depreciation:1825 · NH Offsite Improvements	14,691
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	104,389
1800 · Less - Depreciation:1840 · SH Floating Docks	207,200
2010 · Accounts Payable	-99,886
2020 · Accrued Salaries Payable	-3,876
2021 · Accrued Vacation	-5,204
2023 · Accrued Payroll Taxes	605
2030 · Customer Deposits	5,096
2050 · Employee 457 Payable	953
2080 · Prepaid Berth Fees	34,571
2086 · Prepaid Leases:20861 · Duke	-32,592
2086 · Prepaid Leases:20862 · MBARI	-13,444
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-2,630
2082 · MLCP Cost Reimb. Deposit	-14,144
<b>Net cash provided by Operating Activities</b>	<b>977,034</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>607,887</b>
<b>Cash at beginning of period</b>	<b>7,017,142</b>
<b>Cash at end of period</b>	<b>7,625,029</b>

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

	<u>Jul - Dec 17</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	804,581	809,815	-5,234	99%
4112 · Qtrly/Annual Discount	-1,208	-1,800	592	67%
4113 · Commercial Vessel Dscnt	-5,750	-7,500	1,750	77%
4114 · Away (1 mnth) Dscnt	-807	-450	-357	179%
4115 · Temporary Berthing	137,153	121,000	16,153	113%
4120 · Liveaboard Fees	58,665	57,000	1,665	103%
4130 · Transient Berthing	11,619	22,500	-10,881	52%
4220 · Wait List	3,725	3,500	225	106%
4260 · Towing - Intra Harbor	150	300	-150	50%
4270 · Pumpouts		200	-200	
4280 · Late Fees	19,400	15,000	4,400	129%
4282 · Recovered Lien Costs	420	500	-80	84%
<b>Total 4100 · Berthing Income</b>	<u>1,027,948</u>	<u>1,020,065</u>	<u>7,883</u>	<u>101%</u>
<b>4200 · Other Income - Operations</b>				
4225 · Merchandise	275	500	-225	55%
4230 · SH Parking	78,450	68,000	10,450	115%
4285 · Dog Fee	720	300	420	240%
4290 · Misc	6,016	1,200	4,816	501%
<b>Total 4200 · Other Income - Operations</b>	<u>85,461</u>	<u>70,000</u>	<u>15,461</u>	<u>122%</u>
<b>4300 · Operating Grant Revenues</b>		10,000	-10,000	
<b>Total 4000 · MARINA REVENUES</b>	<u>1,113,409</u>	<u>1,100,065</u>	<u>13,344</u>	<u>101%</u>

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

Expense	Jul - Dec 17	Budget	\$ Over Budget	% of Budget
<b>5200 · General &amp; Administrative</b>				
5100 · Advertising	1,728	2,500	-772	69%
5210 · Dues & Subscriptions	3,491	3,360	131	104%
<b>5220 · Office Supplies</b>				
5223 · Administration	4,886	2,406	2,480	203%
5225 · Operations	6,092	4,044	2,048	151%
<b>Total 5220 · Office Supplies</b>	<b>10,978</b>	<b>6,450</b>	<b>4,528</b>	<b>170%</b>
<b>5230 · Postage &amp; Equip Lease</b>				
5232 · Meter Lease	517	282	235	183%
5235 · Postage	1,245	312	933	399%
<b>Total 5230 · Postage &amp; Equip Lease</b>	<b>1,762</b>	<b>594</b>	<b>1,168</b>	<b>297%</b>
<b>5240 · Copier Lease &amp; Supplies</b>				
5242 · Copier Lease	2,362	1,980	382	119%
<b>Total 5240 · Copier Lease &amp; Supplies</b>	<b>2,362</b>	<b>1,980</b>	<b>382</b>	<b>119%</b>
<b>5250 · Telephone &amp; Communications</b>				
5253 · Administration	5,958	5,916	42	101%
5255 · Operations	424	540	-116	79%
<b>Total 5250 · Telephone &amp; Communications</b>	<b>6,382</b>	<b>6,456</b>	<b>-74</b>	<b>99%</b>
<b>5260 · Professional Services</b>				
5262 · Accounting	21,547	22,500	-953	96%
5263 · Audit fees	15,000	14,500	500	103%
5265 · Legal	38,436	37,500	936	102%
5268 · Computer Consulting	340	1,656	-1,316	21%
5269 · Payroll Processing	1,717	1,908	-191	90%
<b>Total 5260 · Professional Services</b>	<b>77,040</b>	<b>78,064</b>	<b>-1,024</b>	<b>99%</b>
5270 · Licenses & Permits		10	-10	
5290 · Credit Card Fees	6,704	6,588	116	102%
5921 · Internet Billing Service	943	1,008	-65	94%
<b>Total 5200 · General &amp; Administrative</b>	<b>111,390</b>	<b>107,010</b>	<b>4,380</b>	<b>104%</b>
<b>5300 · Personnel</b>				
<b>5310 · Salaries</b>				
5313 · Administration	118,285	131,291	-13,006	90%
5315 · Operations	64,378	73,829	-9,451	87%
5318 · Maintenance	45,330	57,968	-12,638	78%
<b>Total 5310 · Salaries</b>	<b>227,993</b>	<b>263,088</b>	<b>-35,095</b>	<b>87%</b>
<b>5330 · Payroll Taxes</b>				
5333 · Administration	7,198	9,182	-1,984	78%
5335 · Operations	5,323	5,648	-325	94%
5338 · Maintenance	3,394	4,435	-1,041	77%
<b>Total 5330 · Payroll Taxes</b>	<b>15,915</b>	<b>19,265</b>	<b>-3,350</b>	<b>83%</b>
<b>5340 · Employee Benefits</b>				
5343 · Administration	30,891	35,149	-4,258	88%
5345 · Operations	6,232	8,060	-1,828	77%
5348 · Maintenance	22,065	30,614	-8,549	72%

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

	<u>Jul - Dec 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Total 5340 · Employee Benefits</b>	59,188	73,823	-14,635	80%
<b>5350 · Workers Compensation</b>				
5353 · Administration	1,136	1,406	-270	81%
5355 · Operations	2,935	3,263	-328	90%
5358 · Maintenance	3,335	8,027	-4,692	42%
<b>Total 5350 · Workers Compensation</b>	7,406	12,696	-5,290	58%
<b>Total 5300 · Personnel</b>	310,502	368,872	-58,370	84%
<b>5400 · Insurance</b>				
5410 · Liability Insurance	62,196	60,000	2,196	104%
<b>Total 5400 · Insurance</b>	62,196	60,000	2,196	104%
<b>5500 · Utilities</b>				
5510 · Garbage	25,320	26,500	-1,180	96%
5520 · Gas and Electric	80,000	97,500	-17,500	82%
5530 · Water	16,383	16,000	383	102%
5540 · Sewer	21,116	20,000	1,116	106%
<b>Total 5500 · Utilities</b>	142,819	160,000	-17,181	89%
<b>5600 · Operating Supplies</b>				
5610 · Vehicles	4,052	6,900	-2,848	59%
5625 · Operations	8,536	10,500	-1,964	81%
<b>Total 5600 · Operating Supplies</b>	12,588	17,400	-4,812	72%
<b>5700 · Depreciation</b>	235,998	236,250	-252	100%
<b>5800 · Repairs &amp; Maintenance</b>				
5810 · Vehicles	63	1,542	-1,479	4%
5830 · Equip Rental	1,692	4,314	-2,622	39%
5850 · Repair Materials	38,690	39,150	-460	99%
5860 · Outside Service Contracts	22,825	35,000	-12,175	65%
5870 · Derelict Disposal	116	15,000	-14,884	1%
<b>Total 5800 · Repairs &amp; Maintenance</b>	63,386	95,006	-31,620	67%
<b>5900 · Financial Expenses</b>				
5920 · Bank Service Charges	3,456	1,800	1,656	192%
5990 · Bad Debt	10,625	10,700	-75	99%
<b>Total 5900 · Financial Expenses</b>	14,081	12,500	1,581	113%
<b>Total · MARINA EXPENSES</b>	952,960	1,057,038	-104,078	90%
<b>Net Ordinary Income - Marina Operations</b>	160,449	43,027	117,422	373%

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

	<u>Jul - Dec 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>4400 · LEASE AND OTHER INCOME</b>				
<b>4050 · Trust Lands Lease Revenue</b>				
4051 · Dynegy Outfall	32,592	32,591	1	100%
4053 · MBARI	13,444	13,445	-1	100%
<b>Total 4050 · Trust Lands Lease Revenue</b>	<u>46,036</u>	<u>46,036</u>	<u>0</u>	<u>100%</u>
<b>4500 · Leases</b>				
<b>4501 · K-Pier Lease</b>				
<b>4502 · Cannery Building</b>				
4504 · Sulte 3	43,065	43,062	3	100%
4510 · Suite 6	12,742	12,744	-2	100%
4511 · Sulte 1 & 10	8,762	8,760	2	100%
4515 · Suite 4	41,648	41,646	2	100%
4517 · Suite 2	15,573	15,570	3	100%
4518 · Sulte 5	11,950	12,162	-212	98%
4523 · Canery NNN	16,862	15,000	1,862	112%
<b>Total 4502 · Cannery Building</b>	<u>150,602</u>	<u>148,944</u>	<u>1,658</u>	<u>101%</u>
4530 · RV Lot	15,966	15,966	0	100%
<b>4560 · North Harbor</b>				
4562 · Sea Harvest	18,894	19,000	-106	99%
4568 · Monterey Bay Kayaks	8,974	17,500	-8,526	51%
4572 · Pottery Planet	19,480	20,000	-520	97%
<b>Total 4560 · North Harbor</b>	<u>47,348</u>	<u>56,500</u>	<u>-9,152</u>	<u>84%</u>
<b>Total 4500 · Leases</b>	<u>213,916</u>	<u>221,410</u>	<u>-7,494</u>	<u>97%</u>
<b>4600 · District Property Taxes</b>	167,532	100,000	67,532	168%
<b>4700 · Other Revenues &amp; Concessions</b>				
4125 · Amenity Fee	145,040	142,575	2,465	102%
<b>4710 · Vending Activities</b>				
4711 · Washer/Dryer	5,798	3,800	1,998	153%
4712 · Soda	163	200	-37	82%
<b>Total 4710 · Vending Activities</b>	<u>5,961</u>	<u>4,000</u>	<u>1,961</u>	<u>149%</u>
4720 · Dry Storage	30,398	30,395	3	100%
4725 · North Harbor Use Fee	40,754	31,000	9,754	131%
4727 · Key Sales	4,222	3,775	447	112%
4730 · NH Washdown	729	1,100	-371	66%
4735 · Camp/RV	1,757	1,800	-43	98%
4740 · Equipment Rental		350	-350	
4751 · Permits	3,007	5,000	-1,993	60%
4765 · Faxes, Copies & Postage	5	20	-15	25%
4770 · Surplus Auction/Sales		50	-50	
<b>Total 4700 · Other Revenues &amp; Concessions</b>	<u>231,873</u>	<u>220,065</u>	<u>11,808</u>	<u>105%</u>

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

	Jul - Dec 17	Budget	\$ Over Budget	% of Budget
<b>4800 · Interest</b>				
4841 · Union Bank Interest	309	100	209	309%
4843 · First Capital Bank	1,042	750	292	139%
4846 · Umpqua Interest	635	375	260	169%
<b>Total 4800 · Interest</b>	<b>1,986</b>	<b>1,225</b>	<b>761</b>	<b>162%</b>
<b>Total 4400 · LEASE AND OTHER INCOME</b>	<b>661,343</b>	<b>588,736</b>	<b>72,607</b>	<b>112%</b>
<b>7000 · LEASE AND OTHER EXPENSES</b>				
<b>7100 · Interest Expense</b>				
7134 · Umpqua Accrued Interest	55,036	55,036	0	100%
<b>Total 7100 · Interest Expense</b>	<b>55,036</b>	<b>55,036</b>	<b>0</b>	<b>100%</b>
<b>7200 · Other Financial Expenses</b>				
7230 · LAFO Administrative Charges	6,411	6,411		100%
<b>Total 7200 · Other Financial Expenses</b>	<b>6,411</b>	<b>6,411</b>		<b>100%</b>
<b>5700 · Depreciation</b>	235,998	236,250	-252	100%
<b>7300 · Commissioner Expenses</b>				
7320 · Monthly Stipend	7,600	6,000	1,600	127%
7321 · Employer Payroll Taxes	581	600	-19	97%
7330 · Incurred Expenses	1,229	900	329	137%
<b>Total 7300 · Commissioner Expenses</b>	<b>9,410</b>	<b>7,500</b>	<b>1,910</b>	<b>125%</b>
<b>Total 7000 · LEASE AND OTHER EXPENSES</b>	<b>306,855</b>	<b>305,197</b>	<b>1,658</b>	<b>101%</b>
<b>Net Ordinary Income - Lease &amp; Other Operations</b>	<b>354,488</b>	<b>283,539</b>	<b>70,949</b>	<b>125%</b>
<b>Net Ordinary Income - Combined Operations</b>	<b>514,937</b>	<b>326,566</b>	<b>188,371</b>	<b>158%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>8001 · Cost Reimbursements</b>				
8101 · Revenue from reimbursements	65,676	100,000	-34,324	66%
8201 · Reimbursable expenses	-15,134	100,000	-115,134	-15%
<b>Total 8001 · Cost Reimbursements</b>	<b>50,542</b>	<b>200,000</b>	<b>-149,458</b>	<b>25%</b>
<b>Total Other Income</b>	<b>50,542</b>	<b>200,000</b>	<b>-149,458</b>	<b>25%</b>
<b>Other Expense</b>				
<b>9000 · CAPITAL PROJECT EXPENSES</b>				
5880 · Dredging	73,507	500,000	-426,493	15%
9053 · Dock Maintenance	11,255	20,000	-8,745	56%
9054 · Sea Lion Deterrent Fencing		10,000	-10,000	
9250 · Security Camera		5,000	-5,000	
9309 · New NH Building	203,679	1,500,000	-1,296,321	14%
9310 · NH Hotel	2,500			
9430 · NH Restoration	139,197			
9750 · Office Computers		25,000	-25,000	
9800 · Dock Replacement	26,406	100,000	-73,594	26%
<b>Total 9000 · CAPITAL PROJECT EXPENSES</b>	<b>456,544</b>	<b>2,160,000</b>	<b>-1,703,456</b>	<b>21%</b>
<b>Total Other Expense</b>	<b>456,544</b>	<b>2,160,000</b>	<b>-1,703,456</b>	<b>21%</b>
<b>Net Other Income</b>	<b>-406,002</b>	<b>-1,960,000</b>	<b>1,553,998</b>	<b>21%</b>
<b>Net Income</b>	<b>108,935</b>	<b>-1,633,434</b>	<b>1,742,369</b>	<b>-7%</b>

**Moss Landing Harbor District  
Profit & Loss YTD Comparison  
July through December 2017**

	<u>Jul - Dec 17</u>	<u>Jul - Dec 16</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	804,581	783,789	20,792	3%
4112 · Qtrly/Annual Discount	-1,208	-2,019	811	40%
4113 · Commercial Vessel Dscnt	-5,750	-6,626	876	13%
4114 · Away (1 mnth) Dscnt	-807	-386	-421	-109%
4115 · Temporary Berthing	137,153	141,937	-4,784	-3%
4120 · Liveaboard Fees	58,665	60,849	-2,184	-4%
4130 · Transient Berthing	11,619	17,217	-5,598	-33%
4220 · Wait List	3,725	3,440	285	8%
4260 · Towing - Intra Harbor	150	300	-150	-50%
4270 · Pumpouts		400	-400	-100%
4280 · Late Fees	19,400	14,998	4,402	29%
4282 · Recovered Lien Costs	420	940	-520	-55%
<b>Total 4100 · Berthing Income</b>	<u>1,027,948</u>	<u>1,014,839</u>	<u>13,109</u>	<u>1%</u>
<b>4200 · Other Income - Operations</b>				
4225 · Merchandise	275	1,656	-1,381	-83%
4230 · SH Parking	78,450	57,628	20,822	36%
4285 · Dog Fee	720	785	-65	-8%
4290 · Misc	6,016	550	5,466	994%
<b>Total 4200 · Other Income - Operations</b>	<u>85,461</u>	<u>60,619</u>	<u>24,842</u>	<u>41%</u>
<b>Total 4000 · MARINA REVENUES</b>	<u>1,113,409</u>	<u>1,075,458</u>	<u>37,951</u>	<u>4%</u>

**Moss Landing Harbor District**  
**Profit & Loss YTD Comparison**  
July through December 2017

Expense	Jul - Dec 17	Jul - Dec 16	\$ Change	% Change
<b>5200 · General &amp; Administrative</b>				
5100 · Advertising	1,728	4,798	-3,070	-64%
5210 · Dues & Subscriptions	3,491	3,277	214	7%
<b>5220 · Office Supplies</b>				
5223 · Administration	4,886	2,408	2,478	103%
5225 · Operations	6,092	3,424	2,668	78%
<b>Total 5220 · Office Supplies</b>	<u>10,978</u>	<u>5,832</u>	<u>5,146</u>	<u>88%</u>
<b>5230 · Postage &amp; Equip Lease</b>				
5232 · Meter Lease	517	258	259	100%
5235 · Postage	1,245	26	1,219	4,688%
<b>Total 5230 · Postage &amp; Equip Lease</b>	<u>1,762</u>	<u>284</u>	<u>1,478</u>	<u>520%</u>
<b>5240 · Copier Lease &amp; Supplies</b>				
5242 · Copier Lease	2,362	1,861	501	27%
<b>Total 5240 · Copier Lease &amp; Supplies</b>	<u>2,362</u>	<u>1,861</u>	<u>501</u>	<u>27%</u>
<b>5250 · Telephone &amp; Communications</b>				
5253 · Administration	5,958	5,483	475	9%
5255 · Operations	424	424	0	0%
<b>Total 5250 · Telephone &amp; Communications</b>	<u>6,382</u>	<u>5,907</u>	<u>475</u>	<u>8%</u>
<b>5260 · Professional Services</b>				
5262 · Accounting	21,547	19,440	2,107	11%
5263 · Audit fees	15,000	14,500	500	3%
5265 · Legal	38,436	106,106	-67,670	-64%
5268 · Computer Consulting	340	1,769	-1,429	-81%
5269 · Payroll Processing	1,717	1,503	214	14%
<b>Total 5260 · Professional Services</b>	<u>77,040</u>	<u>143,318</u>	<u>-66,278</u>	<u>-46%</u>
5290 · Credit Card Fees	6,704	6,171	533	9%
5921 · Internet Billing Service	943	917	26	3%
<b>Total 5200 · General &amp; Administrative</b>	<u>111,390</u>	<u>172,365</u>	<u>-60,975</u>	<u>-35%</u>
<b>5300 · Personnel</b>				
<b>5310 · Salaries</b>				
5313 · Administration	118,285	129,665	-11,380	-9%
5315 · Operations	64,378	63,798	580	1%
5318 · Maintenance	45,330	40,456	4,874	12%
<b>Total 5310 · Salaries</b>	<u>227,993</u>	<u>233,919</u>	<u>-5,926</u>	<u>-3%</u>
<b>5330 · Payroll Taxes</b>				
5333 · Administration	7,198	9,065	-1,867	-21%
5335 · Operations	5,323	8,458	-3,135	-37%
5338 · Maintenance	3,394	3,171	223	7%
<b>Total 5330 · Payroll Taxes</b>	<u>15,915</u>	<u>20,694</u>	<u>-4,779</u>	<u>-23%</u>
<b>5340 · Employee Benefits</b>				
5343 · Administration	30,891	35,144	-4,253	-12%
5345 · Operations	6,232	13,437	-7,205	-54%
5348 · Maintenance	22,065	21,658	407	2%
<b>Total 5340 · Employee Benefits</b>	<u>59,188</u>	<u>70,239</u>	<u>-11,051</u>	<u>-16%</u>
<b>5350 · Workers Compensation</b>				

**Moss Landing Harbor District**  
**Profit & Loss YTD Comparison**  
July through December 2017

	Jul - Dec 17	Jul - Dec 16	\$ Change	% Change
5353 · Administration	1,136	1,800	-664	-37%
5355 · Operations	2,935	3,522	-587	-17%
5358 · Maintenance	3,335	4,002	-667	-17%
<b>Total 5350 · Workers Compensation</b>	<b>7,406</b>	<b>9,324</b>	<b>-1,918</b>	<b>-21%</b>
5360 · Education & Training				
5363 · Administration		429	-429	-100%
5365 · Operations		1,009	-1,009	-100%
<b>Total 5360 · Education &amp; Training</b>		<b>1,438</b>	<b>-1,438</b>	<b>-100%</b>
<b>Total 5300 · Personnel</b>	<b>310,502</b>	<b>335,614</b>	<b>-25,112</b>	<b>-7%</b>
5400 · Insurance				
5410 · Liability Insurance	62,196	63,143	-947	-2%
<b>Total 5400 · Insurance</b>	<b>62,196</b>	<b>63,143</b>	<b>-947</b>	<b>-2%</b>
5500 · Utilities				
5510 · Garbage	25,320	26,708	-1,388	-5%
5520 · Gas and Electric	80,000	90,000	-10,000	-11%
5530 · Water	16,383	14,633	1,750	12%
5540 · Sewer	21,116	17,859	3,257	18%
<b>Total 5500 · Utilities</b>	<b>142,819</b>	<b>149,200</b>	<b>-6,381</b>	<b>-4%</b>
5600 · Operating Supplies				
5610 · Vehicles	4,052	3,817	235	6%
5625 · Operations	8,536	9,653	-1,117	-12%
<b>Total 5600 · Operating Supplies</b>	<b>12,588</b>	<b>13,470</b>	<b>-882</b>	<b>-7%</b>
5700 · Depreciation	235,998	235,998		
5800 · Repairs & Maintenance				
5810 · Vehicles	63	354	-291	-82%
5830 · Equip Rental	1,692	1,670	22	1%
5850 · Repair Materials	38,690	14,704	23,986	163%
5860 · Outside Service Contracts	22,825	46,369	-23,544	-51%
5870 · Derelict Disposal	116	88	28	32%
<b>Total 5800 · Repairs &amp; Maintenance</b>	<b>63,386</b>	<b>63,185</b>	<b>201</b>	<b>0%</b>
5900 · Financial Expenses				
5920 · Bank Service Charges	3,456	2,174	1,282	59%
5990 · Bad Debt	10,625	10,625		
<b>Total 5900 · Financial Expenses</b>	<b>14,081</b>	<b>12,799</b>	<b>1,282</b>	<b>10%</b>
<b>Total · MARINA EXPENSES</b>	<b>952,960</b>	<b>1,045,774</b>	<b>-92,814</b>	<b>-9%</b>
<b>Net Ordinary Income - Marina Operations</b>	<b>160,449</b>	<b>29,684</b>	<b>130,765</b>	<b>441%</b>

**Moss Landing Harbor District  
Profit & Loss YTD Comparison  
July through December 2017**

	Jul - Dec 17	Jul - Dec 16	\$ Change	% Change
<b>4400 · LEASE AND OTHER INCOME</b>				
<b>4050 · Trust Lands Lease Revenue</b>				
4051 · Dynegy Outfall	32,592	31,639	953	3%
4053 · MBARI	13,444	12,720	724	6%
<b>Total 4050 · Trust Lands Lease Revenue</b>	<b>46,036</b>	<b>44,359</b>	<b>1,677</b>	<b>4%</b>
<b>4500 · Leases</b>				
4501 · K-Pier Lease		5,558	-5,558	-100%
<b>4502 · Cannery Building</b>				
4504 · Suite 3	43,065	41,806	1,259	3%
4510 · Suite 6	12,742	14,432	-1,690	-12%
4511 · Suite 1 & 10	8,762	8,506	256	3%
4515 · Suite 4	41,648	40,431	1,217	3%
4517 · Suite 2	15,573	15,118	455	3%
4518 · Suite 5	11,950	11,807	143	1%
4523 · Canary NNN	16,862	16,094	768	5%
<b>Total 4502 · Cannery Building</b>	<b>150,602</b>	<b>148,194</b>	<b>2,408</b>	<b>2%</b>
4530 · RV Lot	15,966	15,500	466	3%
4541 · SH Spare Office		1,772	-1,772	-100%
<b>4560 · North Harbor</b>				
4562 · Sea Harvest	18,894	18,090	804	4%
4568 · Monterey Bay Kayaks	8,974	36,985	-28,011	-76%
4572 · Pottery Planet	19,480	18,911	569	3%
<b>Total 4560 · North Harbor</b>	<b>47,348</b>	<b>73,986</b>	<b>-26,638</b>	<b>-36%</b>
<b>Total 4500 · Leases</b>	<b>213,916</b>	<b>245,010</b>	<b>-31,094</b>	<b>-13%</b>
<b>4600 · District Property Taxes</b>	<b>167,532</b>	<b>157,657</b>	<b>9,875</b>	<b>6%</b>
<b>4700 · Other Revenues &amp; Concessions</b>				
4125 · Amenity Fee	145,040	141,908	3,132	2%
<b>4710 · Vending Activities</b>				
4711 · Washer/Dryer	5,798	5,482	316	6%
4712 · Soda	163	270	-107	-40%
<b>Total 4710 · Vending Activities</b>	<b>5,961</b>	<b>5,752</b>	<b>209</b>	<b>4%</b>
4720 · Dry Storage	30,398	28,391	2,007	7%
4725 · North Harbor Use Fee	40,754	27,574	13,180	48%
4727 · Key Sales	4,222	3,650	572	16%
4730 · NH Washdown	729	723	6	1%
4735 · Camp/RV	1,757	3,581	-1,824	-51%
4751 · Permits	3,007	3,528	-521	-15%
4765 · Faxes, Copies & Postage	5	38	-33	-87%
<b>Total 4700 · Other Revenues &amp; Concessions</b>	<b>231,873</b>	<b>215,145</b>	<b>16,728</b>	<b>8%</b>
<b>4800 · Interest</b>				
4841 · Union Bank Interest	309	37	272	735%
4843 · First Capital Bank	1,042	1,547	-505	-33%
4845 · SBB Interest		162	-162	-100%
4846 · Umpqua Interest	635	763	-128	-17%
<b>Total 4800 · Interest</b>	<b>1,986</b>	<b>2,509</b>	<b>-523</b>	<b>-21%</b>
<b>Total 4400 · LEASE AND OTHER INCOME</b>	<b>661,343</b>	<b>664,680</b>	<b>-3,337</b>	<b>-1%</b>

**Moss Landing Harbor District**  
**Profit & Loss YTD Comparison**  
July through December 2017

	<u>Jul - Dec 17</u>	<u>Jul - Dec 16</u>	<u>\$ Change</u>	<u>% Change</u>
<b>7000 · LEASE AND OTHER EXPENSES</b>				
<b>7100 · Interest Expense</b>				
7134 · Umpqua Accrued Interest	55,036	58,519	-3,483	-6%
<b>Total 7100 · Interest Expense</b>	<u>55,036</u>	<u>58,519</u>	<u>-3,483</u>	<u>-6%</u>
<b>7200 · Other Financial Expenses</b>				
7230 · LAFO Administrative Charges	6,411	5,589	822	15%
<b>Total 7200 · Other Financial Expenses</b>	<u>6,411</u>	<u>5,589</u>	<u>822</u>	<u>15%</u>
<b>5700 · Depreciation</b>	235,998	235,998		
<b>7300 · Commissioner Expenses</b>				
7320 · Monthly Stipend	7,600	4,700	2,900	62%
7321 · Employer Payroll Taxes	581	360	221	61%
7330 · Incurred Expenses	1,229	1,768	-539	-30%
<b>Total 7300 · Commissioner Expenses</b>	<u>9,410</u>	<u>6,828</u>	<u>2,582</u>	<u>38%</u>
<b>Total 7000 · LEASE AND OTHER EXPENSES</b>	<u>306,855</u>	<u>306,934</u>	<u>-79</u>	<u>-0%</u>
<b>Net Ordinary Income - Lease &amp; Other Operations</b>	<u>354,488</u>	<u>357,746</u>	<u>-3,258</u>	<u>-1%</u>
<b>Net Ordinary Income - Combined Operations</b>	<u>514,937</u>	<u>387,430</u>	<u>127,507</u>	<u>33%</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>8001 · Cost Reimbursements</b>				
8101 · Revenue from reimbursements	65,676	135,242	-69,566	-51%
8201 · Reimbursable expenses	-15,134	-5,308	-9,826	-185%
<b>Total 8001 · Cost Reimbursements</b>	<u>50,542</u>	<u>129,934</u>	<u>-79,392</u>	<u>-61%</u>
<b>Total Other Income</b>	<u>50,542</u>	<u>129,934</u>	<u>-79,392</u>	<u>-61%</u>
<b>Other Expense</b>				
<b>9000 · CAPITAL PROJECT EXPENSES</b>				
5880 · Dredging	73,507	6,392	67,115	1,050%
9052 · NH Wharf Entrance Repair		6,931	-6,931	-100%
9053 · Dock Maintenance	11,255		11,255	100%
9302 · Tsunami shoreline repairs		598,269	-598,269	-100%
9309 · New NH Building	203,679	17,200	186,479	1,084%
9310 · NH Hotel	2,500		2,500	100%
9430 · NH Restoration	139,197		139,197	100%
9800 · Dock Replacement	26,406	14,737	11,669	79%
<b>Total 9000 · CAPITAL PROJECT EXPENSES</b>	<u>456,544</u>	<u>643,529</u>	<u>-186,985</u>	<u>-29%</u>
<b>Total Other Expense</b>	<u>456,544</u>	<u>643,529</u>	<u>-186,985</u>	<u>-29%</u>
<b>Net Other Income</b>	<u>-406,002</u>	<u>-513,595</u>	<u>107,593</u>	<u>21%</u>
<b>Net Income</b>	<u><u>108,935</u></u>	<u><u>-126,165</u></u>	<u><u>235,100</u></u>	<u><u>186%</u></u>

**Moss Landing Harbor District**  
**A/P Aging Summary**  
As of December 31, 2017

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Airgas	84.59	0.00	0.00	0.00	0.00	84.59
AT&T	130.15	0.00	0.00	0.00	0.00	130.15
Big Creek Lumber	1,468.51	0.00	0.00	0.00	0.00	1,468.51
Blue Shield of California	0.00	-195.41	0.00	0.00	0.00	-195.41
CAHM & PC	0.00	-300.00	0.00	0.00	0.00	-300.00
CalPERS	0.00	-3,907.19	0.00	0.00	0.00	-3,907.19
Cintas	461.72	0.00	0.00	0.00	0.00	461.72
CSDA	0.00	0.00	-6,358.00	0.00	0.00	-6,358.00
Damm Good Water	50.90	0.00	0.00	0.00	0.00	50.90
Don Chapin	0.00	2,608.86	0.00	0.00	0.00	2,608.86
Eric Samarrai	550.00	0.00	0.00	0.00	0.00	550.00
Haro, Kasunich and Assoc. Inc.	3,814.45	0.00	0.00	0.00	0.00	3,814.45
Jarvis, Fay, Doportto & Gibson, LLP	4,355.00	0.00	0.00	0.00	0.00	4,355.00
Konica Minolta Premier Finance	241.97	0.00	0.00	0.00	0.00	241.97
Linda G. McIntyre	0.00	-400.00	0.00	0.00	0.00	-400.00
MBS Business Systems	0.00	135.72	0.00	0.00	0.00	135.72
Monterey Signs	0.00	0.00	776.80	0.00	0.00	776.80
MRWPCA	0.00	-9,433.37	0.00	0.00	0.00	-9,433.37
Pajaro/Sunny Mesa C.S.D.	2,136.97	0.00	0.00	0.00	0.00	2,136.97
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Pitney Bowes Global Financial Svc LLC	129.30	0.00	0.00	0.00	0.00	129.30
Premium Asslgnment Corporation	0.00	-11,454.65	0.00	0.00	0.00	-11,454.65
Principal Financial	0.00	-107.47	0.00	0.00	0.00	-107.47
Rabobank	457.24	0.00	0.00	0.00	0.00	457.24
Sea Engineering, Inc.	1,890.32	0.00	0.00	0.00	0.00	1,890.32
Sealaska Techincal	5,749.15	0.00	0.00	0.00	0.00	5,749.15
Social Vocational Services, Inc.	0.00	-1,073.57	0.00	0.00	0.00	-1,073.57
Tim Reynolds	562.00	0.00	0.00	0.00	0.00	562.00
U.S. Bank	1,077.16	0.00	0.00	0.00	0.00	1,077.16
Valero Marketing and Supply Company	135.25	0.00	0.00	0.00	0.00	135.25
Verizon Wireless	141.50	0.00	0.00	0.00	0.00	141.50
Vision Sevice Plan	0.00	-89.42	0.00	0.00	0.00	-89.42
Wald, Ruhnke & Dost Architects, LP	12,808.75	0.00	0.00	0.00	0.00	12,808.75
Wendy L. Cumming, CPA	4,350.00	0.00	0.00	0.00	0.00	4,350.00
<b>TOTAL</b>	<u><u>40,594.93</u></u>	<u><u>-44,216.50</u></u>	<u><u>-5,581.20</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>-9,202.77</u></u>

**Moss Landing Harbor District  
Warrant Listing  
As of December 31, 2017**

Type	Date	Num	Name	Amount
<b>1009 - Union - Operating</b>				
Bill Pmt -Check	11/03/2017	17674	A&C Engraving & Signs	-26.93
Bill Pmt -Check	11/03/2017	17675	Jennifer Molho	-510.00
Bill Pmt -Check	11/14/2017	17676	Airgas	-81.45
Bill Pmt -Check	11/14/2017	17677	Andrew Schultz	-274.70
Bill Pmt -Check	11/14/2017	17678	AT&T	-264.44
Bill Pmt -Check	11/14/2017	17679	Auto Care Towing	-270.00
Bill Pmt -Check	11/14/2017	17680	Byte Technology	-37.50
Bill Pmt -Check	11/14/2017	17681	CalPERS	0.00
Bill Pmt -Check	11/14/2017	17682	Carmel Marina Corporation	-4,098.96
Bill Pmt -Check	11/14/2017	17683	Carrot-Top Industries, Inc.	-236.85
Bill Pmt -Check	11/14/2017	17684	Castroville "ACE" Hardware	-20.82
Bill Pmt -Check	11/14/2017	17685	Castroville Plumbing & Heating	-94.00
Bill Pmt -Check	11/14/2017	17686	Central Coast Systems, Inc.	-105.00
Bill Pmt -Check	11/14/2017	17687	Cintas	-577.14
Bill Pmt -Check	11/14/2017	17688	Damm Good Water	-89.50
Bill Pmt -Check	11/14/2017	17689	Don Chapin	-34,603.75
Bill Pmt -Check	11/14/2017	17690	Haro, Kasunich and Assoc. Inc.	-3,701.95
Bill Pmt -Check	11/14/2017	17691	Konica Minolta Premier Finance	-291.49
Bill Pmt -Check	11/14/2017	17692	Linda G. McIntyre	-400.00
Bill Pmt -Check	11/14/2017	17693	Lockton Insurance Brokers, LLC	-504.00
Bill Pmt -Check	11/14/2017	17694	Monterey Regional Waste Management Dist.	-80.00
Bill Pmt -Check	11/14/2017	17695	Office Depot	-350.09
Bill Pmt -Check	11/14/2017	17696	Office Team	-2,267.75
Bill Pmt -Check	11/14/2017	17697	Pajaro/Sunny Mesa C.S.D.	-2,488.33
Bill Pmt -Check	11/14/2017	17698	Pettigrew & Foletta	-15.07
Bill Pmt -Check	11/14/2017	17699	Premium Assignment Corporation	-11,454.65
Bill Pmt -Check	11/14/2017	17700	Principal Financial	-212.71
Bill Pmt -Check	11/14/2017	17701	Rabobank	-685.87
Bill Pmt -Check	11/14/2017	17702	Redshift	-136.85
Bill Pmt -Check	11/14/2017	17703	Sanctuary Stainless	-4,072.95
Bill Pmt -Check	11/14/2017	17704	Sealaska Technical	-29,312.53
Bill Pmt -Check	11/14/2017	17705	Sherri Pfefferkorn	-1,152.20
Bill Pmt -Check	11/14/2017	17706	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	11/14/2017	17707	Sunrise Express	-48.75
Bill Pmt -Check	11/14/2017	17708	Tyler Engel	-448.00
Bill Pmt -Check	11/14/2017	17709	U.S. Bank	-1,984.97
Bill Pmt -Check	11/14/2017	17710	Veritiv Operating Company	-1,389.23
Bill Pmt -Check	11/14/2017	17711	Verizon Wireless	-141.26
Bill Pmt -Check	11/14/2017	17712	Vision Sevice Plan	-127.88
Bill Pmt -Check	11/14/2017	17713	Wald, Ruhnke & Dost Architects, LP	-9,047.00
Bill Pmt -Check	11/14/2017	17714	WASH	-202.08
Bill Pmt -Check	11/14/2017	17715	AT&T	-130.22
Bill Pmt -Check	11/14/2017	17716	VALIC	-4,683.17
Bill Pmt -Check	11/15/2017	17717	CalPERS	-4,878.46

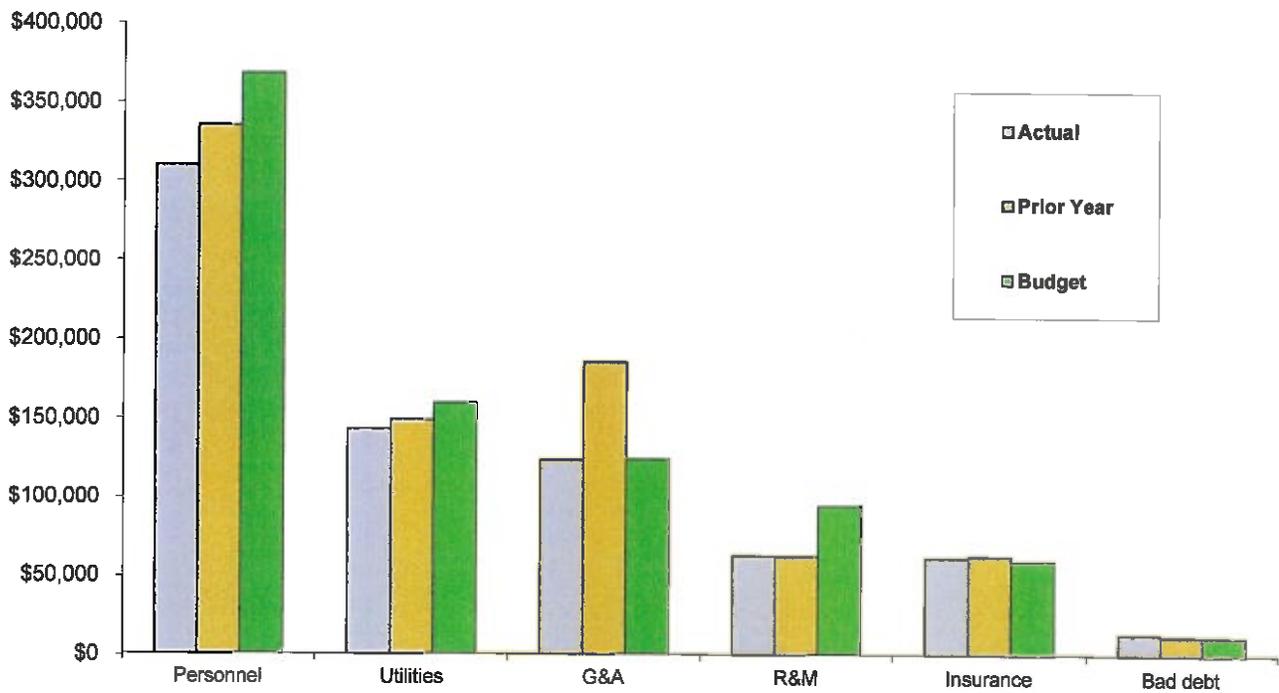
**Moss Landing Harbor District  
Warrant Listing  
As of December 31, 2017**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	11/25/2017	17718	AT&T	-507.20
Bill Pmt -Check	11/25/2017	17719	California Utility Locators	-367.50
Bill Pmt -Check	11/25/2017	17720	Corralitos Electric	-7,650.00
Bill Pmt -Check	11/25/2017	17721	CSDA	-6,358.00
Bill Pmt -Check	11/25/2017	17722	Don Chapin	0.00
Bill Pmt -Check	11/25/2017	17723	Edward Breiling	-920.70
Bill Pmt -Check	11/25/2017	17724	Friedrich Schmietow	-535.00
Bill Pmt -Check	11/25/2017	17725	Green Valley Supply	-170.19
Bill Pmt -Check	11/25/2017	17726	Hans Fredrik	-75.00
Bill Pmt -Check	11/25/2017	17727	Jarvis, Fay, Doport & Gibson, LLP	-9,030.48
Bill Pmt -Check	11/25/2017	17728	Roto Rooter	-175.00
Bill Pmt -Check	11/25/2017	17729	Tom's Septic Construction	-524.00
Bill Pmt -Check	11/25/2017	17730	United Site Services of Calif., Inc.	-43.46
Bill Pmt -Check	11/25/2017	17731	Valero Marketing and Supply Company	-348.59
Bill Pmt -Check	11/25/2017	17732	Wendy L. Cumming, CPA	0.00
Check	11/30/2017			-307.39
Bill Pmt -Check	12/13/2017	17733	Airgas	-72.00
Bill Pmt -Check	12/13/2017	17734	Aspen Enviromental Group	-3,640.90
Bill Pmt -Check	12/13/2017	17735	AT&T	-130.15
Bill Pmt -Check	12/13/2017	17736	Blue Tarp Financial, Inc.	-173.82
Bill Pmt -Check	12/13/2017	17737	Bryant Jolley	-15,000.00
Bill Pmt -Check	12/13/2017	17738	Carmel Marina Corporation	-653.04
Bill Pmt -Check	12/13/2017	17739	Castroville "ACE" Hardware	-11.58
Bill Pmt -Check	12/13/2017	17740	Charla Helmick	-161.95
Bill Pmt -Check	12/13/2017	17741	Cintas	-467.77
Bill Pmt -Check	12/13/2017	17742	Corralitos Electric	-726.00
Bill Pmt -Check	12/13/2017	17743	Damm Good Water	-48.40
Bill Pmt -Check	12/13/2017	17744	Don Chapin	-103,018.42
Bill Pmt -Check	12/13/2017	17745	Eric Tynan	-490.00
Bill Pmt -Check	12/13/2017	17746	Green Valley Supply	-14.63
Bill Pmt -Check	12/13/2017	17747	Haro, Kasunich and Assoc. Inc.	-2,948.95
Bill Pmt -Check	12/13/2017	17748	Henderson Marine Supply	-566.36
Bill Pmt -Check	12/13/2017	17749	Hodges Consulting Services	-1,156.66
Bill Pmt -Check	12/13/2017	17750	Jarvis, Fay, Doport & Gibson, LLP	-2,265.03
Bill Pmt -Check	12/13/2017	17751	Jason Jordan	-311.30
Bill Pmt -Check	12/13/2017	17752	Konica Minolta Premier Finance	-291.49
Bill Pmt -Check	12/13/2017	17753	Linda G. McIntyre	-125.89
Bill Pmt -Check	12/13/2017	17754	Mario Iglesias	-480.00
Bill Pmt -Check	12/13/2017	17755	Mark Stafford	-437.50
Bill Pmt -Check	12/13/2017	17756	MBS Business Systems	-4.21
Bill Pmt -Check	12/13/2017	17757	Monterey Signs	-393.30
Bill Pmt -Check	12/13/2017	17758	MP Express	-174.78
Bill Pmt -Check	12/13/2017	17759	MRWPCA	-11,361.75
Bill Pmt -Check	12/13/2017	17760	Office Team	-2,191.38
Bill Pmt -Check	12/13/2017	17761	Pacific Coast Congress	-265.00

**Moss Landing Harbor District  
Warrant Listing  
As of December 31, 2017**

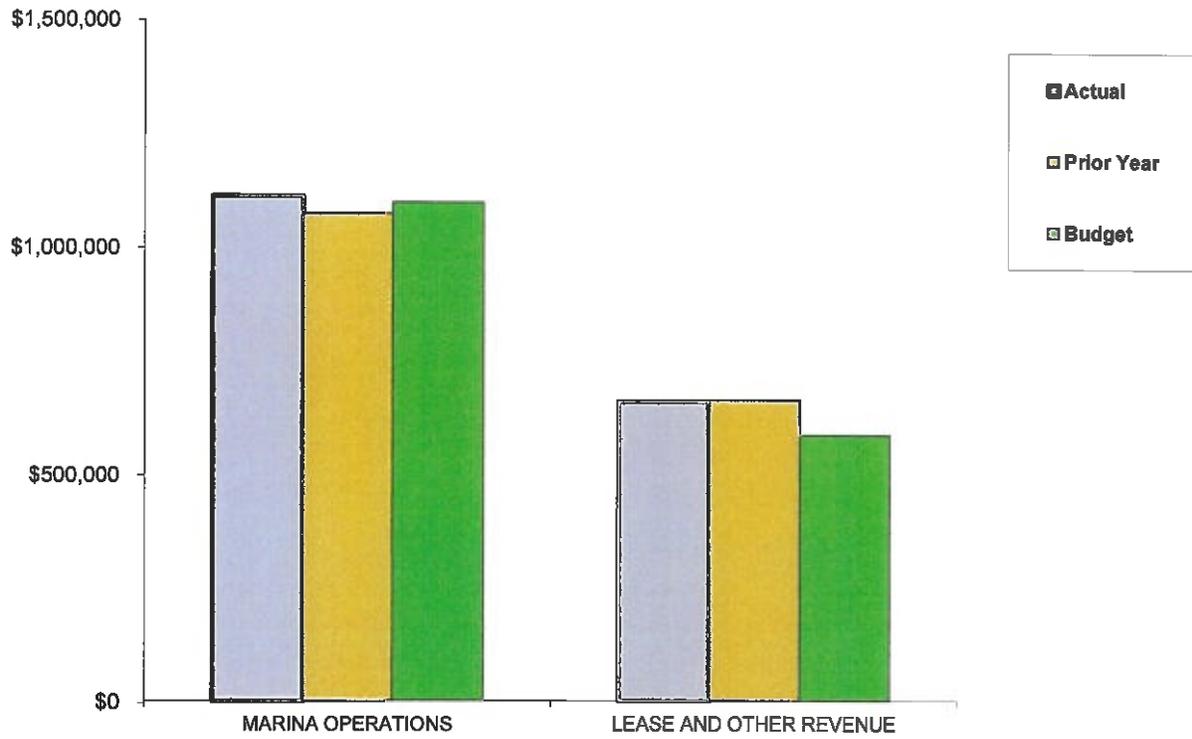
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	12/13/2017	17762	Pajaro/Sunny Mesa C.S.D.	-1,800.25
Bill Pmt -Check	12/13/2017	17763	PG&E	-20,000.00
Bill Pmt -Check	12/13/2017	17764	Premium Assignment Corporation	-11,454.65
Bill Pmt -Check	12/13/2017	17765	Rabobank	-457.24
Bill Pmt -Check	12/13/2017	17766	Redshift	-136.85
Bill Pmt -Check	12/13/2017	17767	Ross Clark	-575.00
Bill Pmt -Check	12/13/2017	17768	Sea Engineering, Inc.	-7,985.65
Bill Pmt -Check	12/13/2017	17769	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	12/13/2017	17770	Steven Marshall	-368.50
Bill Pmt -Check	12/13/2017	17771	Sunrise Express	-48.75
Bill Pmt -Check	12/13/2017	17772	U.S. Bank	-626.74
Bill Pmt -Check	12/13/2017	17773	Valero Marketing and Supply Company	-392.21
Bill Pmt -Check	12/13/2017	17774	VALIC	-3,122.10
Bill Pmt -Check	12/13/2017	17775	Veritiv Operating Company	-645.25
Bill Pmt -Check	12/13/2017	17776	Verizon Wireless	-141.26
Bill Pmt -Check	12/13/2017	17777	West Marine Pro	-1,310.09
Bill Pmt -Check	12/13/2017	17778	Carmel Marina Corporation	-2,506.08
Bill Pmt -Check	12/13/2017	17779	Carmel Marina Corporation	-939.84
Bill Pmt -Check	12/14/2017	17780	Wendy L. Cumming, CPA	-2,660.75
Bill Pmt -Check	12/18/2017	17781	Dilbeck & Sons, Inc.	-133,365.45
Bill Pmt -Check	12/27/2017	17782	Aspen Environmental Group	-5,598.85
Bill Pmt -Check	12/27/2017	17783	AT&T	-507.09
Bill Pmt -Check	12/27/2017	17784	Blue Shield of California	-195.41
Bill Pmt -Check	12/27/2017	17785	Byte Technology	-37.50
Bill Pmt -Check	12/27/2017	17786	CAHM & PC	-300.00
Bill Pmt -Check	12/27/2017	17787	CalPERS	-3,907.19
Bill Pmt -Check	12/27/2017	17788	Carlos Zavala	-550.00
Bill Pmt -Check	12/27/2017	17789	Home Depot	-596.32
Bill Pmt -Check	12/27/2017	17790	Jarvis, Fay, Doporto & Gibson, LLP	-2,780.00
Bill Pmt -Check	12/27/2017	17791	Linda G. McIntyre	-400.00
Bill Pmt -Check	12/27/2017	17792	Moss Landing Boat Works	-1,243.62
Bill Pmt -Check	12/27/2017	17793	Office Team	-1,057.50
Bill Pmt -Check	12/27/2017	17794	PG&E	-5,000.00
Bill Pmt -Check	12/27/2017	17795	Principal Financial	-107.47
Bill Pmt -Check	12/27/2017	17796	Royal Wholesale Electric	-1,023.63
Bill Pmt -Check	12/27/2017	17797	Sea Engineering, Inc.	-11,163.72
Bill Pmt -Check	12/27/2017	17798	Veritiv Operating Company	-609.72
Bill Pmt -Check	12/27/2017	17799	Vision Sevice Plan	-89.42
Bill Pmt -Check	12/27/2017	17800	Wald, Ruhnke & Dost Architects, LP	-8,270.95
Bill Pmt -Check	12/27/2017	17801	WASH	-202.08
Bill Pmt -Check	12/27/2017	17802	West Marine Pro	0.00
Bill Pmt -Check	12/27/2017	17803	AT&T	-264.42
Check	12/31/2017			-347.64
<b>Total 1009 Union - Operating</b>				<b>-531,029.60</b>
<b>TOTAL</b>				<b>-531,029.60</b>

**Operating Expenses  
Year to Date Actuals vs. Budget and Prior Year  
December 31, 2017**

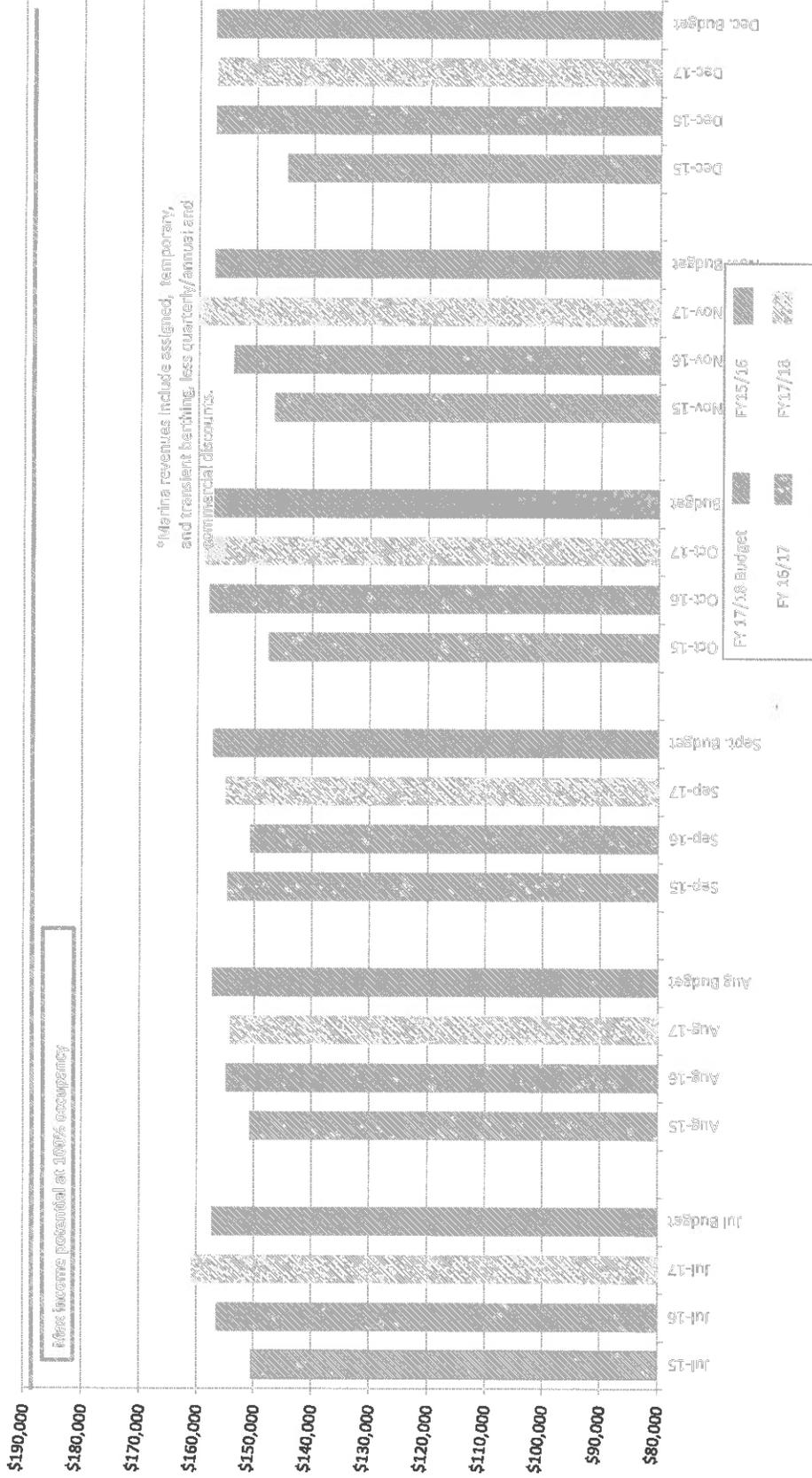


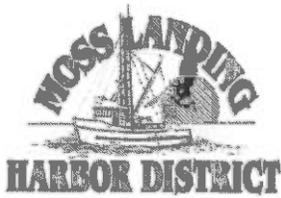
**\*\*Expenses Exclude Dredging, Depreciation and Interest Expenses\*\***

**Marina, Lease and Other Revenue  
Year to Date Actual vs. Budget and Prior Year  
December 31, 2017**



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





7881 SANDHOLDT ROAD  
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417  
FACSIMILE – 831.633.4537



GENERAL MANAGER  
HARBORMASTER  
Linda G. McIntyre, Esq

ASSISTANT GENERAL MANAGER  
Tommy Razzeca

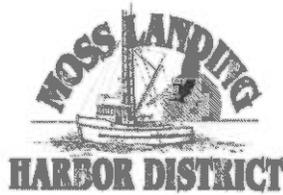
BOARD OF COMMISSIONERS  
Russell Jeffries  
Tony Leonardini  
Vincent Ferrante  
Margaret "Peggy" Shirrel, Ph.D.  
James R. Goulart

## STAFF REPORT

### ITEM NUMBER 6 – PROJECT STATUS BOARD MEETING OF JANUARY 31, 2018

WHEN	WHAT	STATUS			COMMENTS
		DONE	ON TARGET	REVISED	
During NH Building Construction	Install electrical lights around the perimeter of NH parking lot as budget permits.			X	Awaiting relocation of electrical box during NH Building project. This will be an ongoing project. We will commence obtaining new permits as appropriate.
After NH Building	Repair Cannery Building unimproved parking lot			X	Postponed due to budget constraints*
After NH Building	Install hardwood in Assistant GM's, Admin Assistant's and the GM's offices			X	Postponed due to budgeting constraints.*
2015 - 2018?	Improve area around B dock entrance to a park-like setting			X	Follows undergrounding of electric pole next to B Dock by PG&E.
After NH Building construction	Postponed due to budget constraints* Magnetic Key Card system installation			X	B, C & J Docks completed; Next Docks: G & I dock @ \$3K per gate plus \$2200 if a relay is needed.
Early 2018	Maintenance Dock Emergency Repair			X	Commenced October 2, 2017, piles supporting ramp gave way; awaiting quote from pile driving contractor before project can be completed.
Ongoing (started July 2015)	Replacement of three (3) HVAC Units SC Cannery Bldg (one unit replaced in October 2015)		X		One unit that was in immediate need of replacement was replaced October 2015. Others still functioning.
2019	Postponed due to budget constraints NH visitor dock replacement			X	Visitor dock at NH destroyed by sea lions; because of 2 El Niño emergency projects, permit conditions, B dock accident & NH Bldg Construction expenses will budget in future year
2018	NH & SH Dredge projects from 2017 storms		X		Jan & Feb 2017 winter storms deposited silt in SH and extreme in NH. Met with FEMA & CalOES; CalOES issued approval for assistance; FEMA said premature, still awaiting FEMA approval, Permitting ongoing.
Sept 2018	NH Building construction		X		Installation of foundation piles should be completed by mid February. Had to move a waterline and set back bldg. due to Tsunami erosion repair. Encountered a boulder requiring removal.

\*NORTH HARBOR BUILDING PROJECT HAS PRIORITY



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

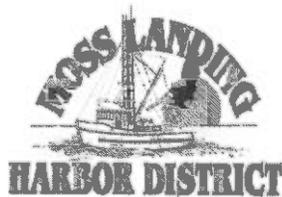
Assistant General manager  
Tommy Razzeca

## **STAFF REPORT**

### **ITEM NUMBER 7 – COMMUNITY RELATIONS, REQUESTS, ISSUES BOARD MEETING OF JANUARY 31, 2018**

1. Congratulations are in order for our Operations employee, Robert Stewart, whose wife gave birth to a beautiful and healthy 9 pound baby girl on January 21!
2. Kudos to two tenants in the Harbor, Kevin Antos and Lance, who pulled a pedestrian out of the water across from the Whole Enchilada a few months ago. She apparently slipped down the bank by the bridge and was yelling for help and these two gentlemen did not hesitate. Paramedics tended to the girl who is not a Harbor tenant, and assured staff she would be fine.
3. Staff also wishes to thank Mark Tufts for alerting staff to a boat low in the water, and coming through with some tools and rope when staff was working on keeping the vessel afloat. Their success in doing so was certainly in no small part due to Mark's willingness to pitch in.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*



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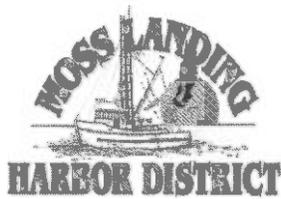
GENERAL MANAGER  
 HARBORMASTER  
 Linda G. McIntyre, Esq.

ASSISTANT GENERAL MANAGER  
 Tommy Razzeca

## STAFF REPORT

### ITEM NUMBER 8 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF JANUARY 31, 2018

Permittee	Issue Date	Status	Permit Type	Exp. Date
Monterey Bay Hydrobikes	2/4/2017	Current	Facilities Use	2/4/2018
Blue Ocean Whale Watch	2/8/2017	Current	Facilities Use	2/8/2018
REI Outdoor School	3/9/2017	Current	Facilities Use	3/9/2018
Kahuna Sportfishing	3/17/2017	Current	Facilities Use	3/17/2018
Fast Raft	3/28/2017	Current	Facilities Use	3/28/2018
Elkhorn Slough Research Foundation	4/1/2017	Current	Facilities Use	4/1/2018
MBARI-Otter Studies	4/1/2017	Current	Facilities Use	4/1/2018
Stap-Marine Life Studies	4/15/2017	Current	Facilities Use	4/15/2018
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
Save Our Shores-Dockwalker Program	9/2/2016	Expired	Facilities Use	Not Renewed
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
Whisper Charters		Pending	Facilities Use	
Wild Fish-Vicki Crow	11/20/2017	Pending	Peddlers	11/20/2017



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HARBORMASTER  
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Assistant General Manager  
Tommy Razzeca

## STAFF REPORT

ITEM NUMBER 9 – MEETING ANNOUNCEMENTS  
BOARD MEETING OF JANUARY 31, 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

**February 16<sup>th</sup>**  
Santa Cruz

**April 20<sup>th</sup>**  
Moss Landing

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

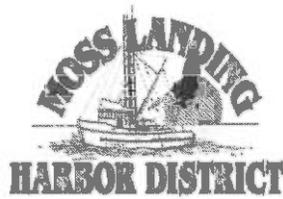
**August 17<sup>th</sup>**  
Marina

**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>

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

**ITEM NUMBER 10 - ASSIGNED LIVEBOARD REPORT**  
**BOARD MEETING OF JANUARY 31, 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.

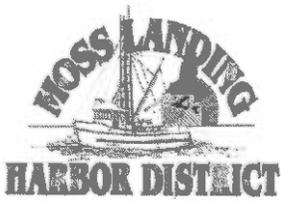
<u>Name</u>	<u>Vessel</u>
1. Anderson, T.	<i>Lanikai</i> CF 4134N
2. Brenta T.	<i>Teri Leigh</i> 936915
3. Bohigian, D.	<i>Finesse</i> , CF 3764 ET
4. Burns, P.	<i>Tralfamadore</i> , CF 9430 GL
5. Byrnes, K.	<i>Grand Slam</i> , CF 4540 FE
6. Callahan, T.	<i>Deb on Air</i> , CF 3174 HA
7. Cayuela, R.	<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

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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. Schuber, T.
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  
*Bulldog*, ON 1219673  
*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-



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GENERAL MANAGER  
 HARBORMASTER  
 Linda G. McIntyre, Esq.

Assistant General Manager  
 Tommy Razzeca

## STAFF REPORT

ITEM NUMBER 11- SLIP INCOME REPORT  
 BOARD MEETING OF JANUARY 31, 2018

Slip Rates 2017/2018 per linear foot:

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

### INCOME

December 2017

\$157,023

December 2016

\$157,206

December 2017 Budget

\$157,261

For the month, slip income is below budget by \$238. Slip income is below prior year by \$183.

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**HARBOR MASTER**  
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Assistant General Manager  
Tommy Razzeca

## STAFF REPORT

### ITEM 12 - INCIDENT REPORT BOARD MEETING OF DECEMBER 31, 2018

**12/16/2017** Sometime during the early morning hours a vessel on A Dock sank. Staff responded with boom to contain hazardous materials released from the vessel and reported the incident to the National Response Center. USCG responded and because the vessel was a documented commercial fishing vessel USCG dealt with the vessel owner directly and covered all recovery efforts and cost. The vessel was refloated after a couple of days and remains in the harbor with the cause of the leak repaired.

**12/17/17** At approximately 11PM staff was informed by a Monterey County Sheriff's Deputy that he was responding to a report of a domestic disturbance that had taken place near the boater's restroom/shower facility in the South Harbor. The Deputy was able to find the individuals reportedly involved in the incident and spoke with them but no arrests were made. No further details to report.

**12/18/17** Staff received a request to check the welfare of a vessel owner who was believed to be aboard her vessel. Unfortunately while checking the vessel staff found the woman to be deceased. Staff notified emergency dispatch, both North County Fire and sheriff's deputies responded followed by the coroner. Staff is unaware of the cause of death but does not believe foul play is suspected in the woman's death.

**12/18/17** MBARI research vessel *Rachel Carson* crashed through an end-tie on A Dock damaging some berthed vessels in the process. One vessel sunk as a result of the incident while what is believed to be only minor damage occurred to 3 other vessels. The end-tie was totally destroyed along with 1 harbor District pile that received major damage. Staff believes that the vessel *Rachel Carson* experienced some type of mechanical failure resulting in the accident. No persons were injured during the incident. MBARI's insurance company has been in contact with the District to handle our claim for repairs as well as the damages sustained by each individual vessel owner.

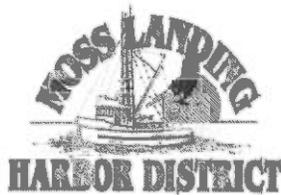
**12/20/17** Smoke was noticed coming from the dashboard of an unoccupied convertible vehicle in the South Harbor parking lot. As a staff member approached the vehicle to investigate the dashboard of the vehicle started to flame up. The staff member was able to smother the flames as the vehicle owner showed up. Surprisingly the owner jumped in the vehicle, started it up and drove it out of the parking lot. The vehicle has not been seen since. No further details to report.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*

**1/9/18** A harbor tenant reported a vessel sinking near the end of B Dock. Staff responded and found the vessel very close to going under. The on duty staff member called the Assistant General Manager for assistance. Together the 2 staff members, along with help from a munificent slipholder, were able to save the vessel before it sank completely. The cause of the leak was found and repaired.

**1/16/18** The body of a deceased man was found by fisherman floating in the Bay just outside the Harbor entrance. The Sheriff's department responded along with the coroner and recovered the man's body.

Nothing further to report as of 1/24/18



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

ASSISTANT GM/ASSISTANT HM  
Tom Razzeca

## STAFF REPORT

ITEM NUMBER 21 – UPDATE - MAINTENANCE DOCK EROSION  
EMERGENCY PROJECT  
BOARD MEETING OF JANUARY 31, 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.

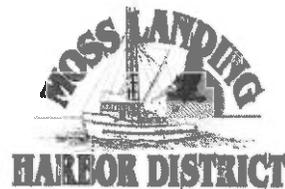
Our marine engineer Paul Roberts has reiterated his original opinion that we need to immediately work on installing bank stabilization and infilling where the bank has eroded away.

Adding to the emergency situation was the failure of the two piles holding up the ramp. The maintenance dock houses the vessel pump out facility and until new piles are installed, vessels have no facilities to empty their holding tanks. We asked the pile driving sub contractor at the NH building construction project to provide a quote, hoping to piggy back on their presence at North Harbor, but they have to use different equipment so the cost of move and demove makes their proposal cost-prohibitive. We are now seeking to piggy-back onto the pile replacement at A dock caused by the *Rachel Carson's* accident.

To hinder the speedy resolution further, the Army Corps indicated this does not constitute an emergency according to their definition notwithstanding the inability of vessels to legally empty their holding tanks in our pump out facility and we have had to file another application permitting the pile installation. The USFWS just issued a requirement that we retain a sea otter biologist to stand by during pile driving as well.

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.

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Linda G. McIntyre, Esq.

ASSISTANT GM/ASSISTANT HM  
Tom Razzeca

## STAFF REPORT

ITEM NUMBER 22 – CONSIDER RESCINDING RESOLUTION 17-16 REGARDING ARCHITECTURAL SERVICES FOR THE FISHERMAN'S DORM/CAFÉ & 30 ROOM HOTEL AT NORTH HARBOR AND ADOPTING RESOLUTION 18-01 BOARD MEETING OF JANUARY 31, 2018

The District recently filed a preliminary Permit application with the County for each of the above projects and subsequently received a list of additional assessments, information and reports the County requires to deem the permit applications complete.

At the last Board meeting the Board adopted Resolution 17-16 authorizing \$190,000 for architectural and related services; however the extent of the assessments, reports and other services necessary by other consultants to be hired by the architect to comply with the County's permit application process was unknown at the last Board meeting.

The District will need the services of the architectural firm to not only prepare drawings and generally represent and work with the District as the Permit process proceeds, but also needs the architect to hire and oversee the work of other consultants in order to provide County required information.

The reports and assessments needed and their respective costs are outlined on Exhibit A attached to Resolution 18-01. Staff recommends after the Board consider the costs associated with the projects it should either adopt Resolution 18-01 authorizing the General Manager to expend an amount not to exceed \$319,177 or direct staff accordingly.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*

# RESOLUTION NO. 18 - 01

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS  
LANDING HARBOR DISTRICT RESCINDING RESOLUTION 17-16 AND AUTHORIZING  
THE GENERAL MANAGER TO EXECUTE AN AGREEMENT FOR  
ARCHITECTURAL AND PROFESSIONAL SERVICES FOR PERMITTING CONSTRUCTION  
OF A FISHERMAN'S DORMITORY/CAFÉ AND A 30-ROOM HOTEL**

\* \* \* \* \*

**WHEREAS**, the District owns property on the Island at 7532 Sandholdt Road which is permitted to be used for a fisherman's dormitory/café and also owns waterfront property located on a portion of Parcel #413-022-003 in North Harbor which is permitted to be used for recreational and/or visitor-serving facilities; and,

**WHEREAS**, the District's proposed use for the Sandholdt property is the conversion of a portion of the Cannery Building into a café and to construct on the adjacent unimproved property a fisherman's dormitory; the proposed use of a portion of the North Harbor property is the development of a 30-room hotel, and

**WHEREAS**, the District sent requests for proposals to 3 local architects for architectural and professional permitting services in connection with the above developments and received only 1 viable response, and

**WHEREAS**, the Board adopted Resolution 17-16 authorizing the GM to execute a contract for architectural, etc., services on December 14, 2017; however the costs associated with other professional services to be managed and overseen by the architect were not included; and

**WHEREAS**, the Board of Commissioners has reviewed the revised proposal from Wald, Ruhnke, Dost architects attached hereto as Exhibit A.

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

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Moss Landing Harbor District that Resolution 17-16 is hereby rescinded and Resolution 18-01 is hereby adopted authorizing the General Manager to execute a professional services agreement for the above referenced projects between Wald, Ruhnke & Dost Architects and the Harbor District subject to review and approval by District Counsel not to exceed \$319,177.00.

## CERTIFICATION

Resolution No.18-01 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a meeting of the Board held on the 31<sup>st</sup> day of January, 2018, a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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

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

# Moss Landing Harbor District

## 30 Unit Inn

• Geotechnical Report	\$	8,395.00
• Stormwater Control	\$	13,639.00
• Site survey	\$	4,427.50
• Landscape Plan	\$	6,037.50
• Staking / Flagging	\$	5,750.00
• Archeological Report	\$	862.50
• Biotic survey	\$	751.46
• Traffic Report	\$	28,523.00
• Historical assessment	\$	862.50
• Photometric plan	\$	2,242.50
TOTAL	\$	71,490.96

+ WRD \$88,258 = \$159,748.96

## 30 Room Dormitory/ Café

• Geotechnical Report	\$	8,050.00
• Stormwater Control	\$	10,764.00
• Site survey	\$	5,347.50
• Landscape Plan	\$	5,060.00
• Staking / Flagging	\$	5,750.00
• Archeological Report	\$	862.50
• Biotic survey	\$	751.46
• Traffic Report	\$	32,560.00
• Historical assessment	\$	862.50
• Photometric plan	\$	2,012.50
TOTAL	\$	72,020.46

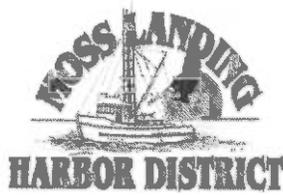
+ WRD \$87,408 = 159,428.46

Combined Total: \$319,177.42

EXHIBIT

A

RESO 18-01



**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 – RESOLUTION 18-02 AMENDING AGHA REIMBURSEMENT AND ASPEN ENVIRONMENTAL SERVICES AGREEMENTS  
BOARD MEETING OF JANUARY 31, 2018**

The District, Nader Agha, and Moss Landing Commercial Park, LLC ("MLCP") entered into a Reimbursement Agreement (the "Agreement") in March of 2014, by which Agha/MLCP agreed to reimburse the District for all costs for staff services, planning and engineering services, legal services and other consulting services related to MLCP's "People's Moss Landing Water Desal Project" (the "Project.") At the time the Agreement was executed, District and Agha/MLCP were discussing and attempting to determine whether the District could assume lead agency status for purposes of evaluation of the Project pursuant to the provisions of the California Environmental Quality Act ("CEQA") and the possibility that the District itself would have some stake in the project.

Subsequent to the execution of the Agreement, the District determined that it had an adequate legal basis to claim the right to act as the lead CEQA agency for the Project. The Agreement was amended so as to establish the District's right to reimbursement for the District's efforts as lead agency, including but not limited to reimbursement for the retention of a consultant, Aspen Environmental Group ("Aspen"), to perform a peer review of the Environmental Impact Report ("EIR") being prepared for the Project by MLCP's consultant. A Second Amendment to the Agreement was prepared and executed in 2016 in order to allow the District to coordinate its duties and responsibilities as a CEQA Lead Agency with the duties of the Monterey Bay National Marine Sanctuary ("Sanctuary") as Lead Agency for the Project for purposes of analysis pursuant to the National Environmental Policy Act ("NEPA"). Although the Sanctuary has not yet confirmed its status as NEPA Lead Agency for the Project, the thought was that the District and the Sanctuary would retain a single consultant team to assist in the oversight of the preparation of a joint EIR/EIS for the Project.

An Administrative Draft of the EIR was completed in 2016 and the District's consultant, Aspen, provided extensive and detailed comment on the same. After several meetings concerning the need for revisions, as well as possible additional studies and reports, Agha/MLCP inquired as to whether the District and Aspen were willing to allow Aspen to actually prepare (as opposed to review) a Preliminary Administrative Draft EIR/EIS for the Project. Aspen has replied in the affirmative and has provided a conditioned estimate, summary of work and proposed timeline for the preparation of the EIR/EIS.

The Preliminary Administrative Draft EIR/EIS will be a complete and fully-formatted document, ready for the first round of review by the District and the NEPA Lead Agency (presumably the Sanctuary). Although the Preliminary Administrative Draft EIR/EIS will not be ready for circulation, and may be subject to many months of review and revision, completion of the Draft will represent a significant milestone in the Project's path to fruition. Agha/MLCP has had the opportunity to review the Aspen proposal and has agreed with both the terms and cost of Aspen's work.

In light of the foregoing, it is necessary to have the Board consider approval of two documents:

1. A Third Amendment to the Reimbursement Agreement Between the Moss Landing Harbor District, Nader Agha and the Moss Landing Commercial Park, LLC that memorializes the fact that the District has now taken on the responsibility, through its consultant Aspen, for the preparation of the Administrative Draft EIR/EIS for the Project, and that Nader Agha and MLCP have agreed to reimburse the District for the cost of all such efforts, including the preparation of the aforesaid document, coordination of work with the Sanctuary, and all Staff work related thereto.

2. A Second Amendment to the Professional Services Agreement between the Moss Landing Harbor District and Aspen Environmental Group for the preparation of a Preliminary Administrative Draft EIR/EIS for the Project.

Staff recommends the Board consider adopting Resolution 18-02 authorizing the General Manager to execute the two contract amendments.

**RESOLUTION NO. 18-02**

**A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A “THIRD AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN MOSS LANDING HARBOR DISTRICT, NADER AGHA AND THE MOSS LANDING COMMERCIAL PARK, LLC” AND “PROFESSIONAL SERVICES AGREEMENT, AMENDMENT 2” BETWEEN THE DISTRICT AND ASPEN ENVIRONEMENTAL GROUP, AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE SAID AGREEMENTS**

**WHEREAS**, The Moss Landing Harbor District (“District”), and Nader Agha and the Moss Landing Commercial Park, LLC (collectively, “MLCP”), entered into a Reimbursement Agreement (the “Agreement”) in March of 2014, by which MLCP agreed to reimburse the District for all costs for staff services, planning and engineering services, legal services and other consulting services related to MLCP’s “People’s Moss Landing Water Desal Project” (the “Project”); and

**WHEREAS**, the Agreement has been amended twice, once to cover reimbursement of the costs associated with District’s consent to become lead agency for the Project, including but not limited to reimbursement for the retention of a consultant, Aspen Environmental Group (“Aspen”), to perform a peer review of an Environmental Impact Report (“EIR”) prepared for the Project by MLCP’s consultant, and again to allow the District to coordinate its duties and responsibilities as a CEQA Lead Agency with the duties of the Monterey Bay National Marine Sanctuary (“Sanctuary”) as Lead Agency for the Project for purposes of Project analysis pursuant to the National Environmental Policy Act (“NEPA”); and

**WHEREAS**, MLCP has inquired as to whether the District and Aspen are willing to allow Aspen to prepare (as opposed to review) a Preliminary Administrative Draft EIR/EIS for the Project, Aspen has replied in the affirmative and has provided a conditioned estimate and summary of work and proposed timeline for the preparation of the Preliminary Administrative Draft EIR/EIS, and MLCP has reviewed and approved Aspen’s proposal; and

**WHEREAS**, District has no objections to the proposed change in District’s and Aspen’s role in the preparation of a Preliminary Administrative Draft EIR/EIS; and

**WHEREAS**, consent to take on additional duties as set forth above will require an amendment to the existing Reimbursement Agreement between the District and MLCP to cover costs for the District’s expanded lead agency duties, and an amendment to the Agreement for services between the District and Aspen.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Harbor Commissioners of the Moss Landing Harbor District hereby approves the “Third Amendment to the Reimbursement Agreement Between the Moss Landing Harbor District, Nader Agha and the Moss Landing Commercial Park, LLC,” a copy of which is attached hereto as Exhibit “A,” and further authorizes and direct the General Manager to execute the same on behalf of the District.

**BE IT FURTHER RESOLVED** that the Board hereby approves “Professional Services Agreement, Amendment 2” between the District and Aspen Environmental Group, a copy of which is attached hereto as Exhibit “B,” and further authorizes and directs the General Manager to execute the same on behalf of the District.

\*\*\*\*\*

**CERTIFICATION**

Resolution 18- 02 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a meeting of the Board held on January 31, 2018, a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Russ Jeffries, President  
Board of Harbor Commissioners

ATTEST:

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Linda G. McIntyre, Deputy Secretary  
Board of Harbor Commissioners

**THIRD AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN MOSS  
LANDING HARBOR DISTRICT, AND NADER AGHA AND THE  
MOSS LANDING COMMERCIAL PARK, LLC**

THIS THIRD AMENDMENT TO REIMBURSEMENT AGREEMENT (“Third Amendment”) is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California (“DISTRICT”), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC (“PROPONENT”), collectively referred to herein as “the Parties,” and is made with reference to the following facts.

A. The Parties have entered into that certain “Reimbursement Agreement” (the “Agreement”), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating DISTRICT’s lead agency status for PROPONENT’s “People’s Moss Landing Water Desal Project (“Project”). The efforts of the Parties in this regard were premised on the belief that DISTRICT’s assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, the Parties determined that the need for the DISTRICT to issue discretionary construction permits for the Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provided an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project. As such, the Parties entered into a First Amendment to the Agreement by which the DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the Project in accordance with California Environmental Quality Act (“CEQA”), as well as duties associated with subsequent consideration and possible approval of the Project. The First Amendment served to establish the DISTRICT’s rights and duties as lead agency, and modified Section 2 of the Agreement so as to provide for PROPONENT’s reimbursement for all costs associated with the DISTRICT’s lead agency status.

C. In addition to CEQA analysis, the Parties verified that the Project will also be subject to analysis pursuant to the National Environmental Policy Act (“NEPA.”) It is anticipated that The Monterey Bay National Marine Sanctuary (“Sanctuary”) will agree to be the lead agency for purposes of NEPA analysis, once a complete application is provided.

D. In order to avoid delays with federal contracting procedures, minimize PROPONENT’S costs, and facilitate efficient contract administration, DISTRICT agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the Sanctuary’s duties and responsibilities as a NEPA Lead Agency for the preparation of a comprehensive single CEQA/NEPA review document. As such, a Second Amendment to the Agreement was approved and executed by the Parties that provided the District with the authority to coordinate with the Sanctuary to retain consultants necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by DISTRICT and the Sanctuary, to have DISTRICT Staff, agents and consultants perform any and all work associated with NEPA review of the Project (including but

DISTRICT

A

RESO 18-02

not limited to planning, engineering, legal and environmental work), and to be reimbursed for the costs of any and all such efforts. In exercising these duties, DISTRICT was granted complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of NEPA. (See 42 USC Section 4321 et seq.)

e. Subsequent to DISTRICT's review and comment on PROPONENT'S First Administrative Draft EIR, PROPONENT requested that DISTRICT'S environmental consultant revise and prepare a complete Preliminary Administrative Draft EIR/EIS for submission to DISTRICT and Sanctuary staff for review. DISTRICT's consultant has agreed to prepare a Preliminary Administrative Draft EIR/EIS for DISTRICT and Sanctuary use, subject to specific conditions, and PROPONENT has approved said consultant's proposed summary of services and estimate of attendant costs for such work.

IT IS THEREFORE AGREED:

1. All of the recitals set forth above are true and correct to the best knowledge of the Parties, and by this reference are incorporated herein.

2. The Parties agree that DISTRICT, in coordination with the Sanctuary, is authorized to retain consultant(s) necessary for the preparation of a joint Preliminary Administrative Draft EIR/EIS document for the Project for use by DISTRICT and the Sanctuary, subject to any and all terms and conditions set forth in agreements between DISTRICT and said consultants, as well as to have DISTRICT Staff, agents and consultants perform any and all work associated with the preparation of said document, and to be reimbursed for the costs of any and all such services and efforts. In performing and/or contracting for these duties, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of the NEPA. (See 42 USC Section 4321 et seq.) The Preliminary Administrative Draft EIR/EIS will be a complete and fully formatted document, ready for review by the District and the NEPA Lead Agency. It is understood and agreed by DISTRICT and PROPONENT that DISTRICT'S obligation hereunder does not include: 1) the preparation of engineering studies, technical studies, design documents, and other related materials that DISTRICT, in its sole discretion, determines are necessary for the completion of the Preliminary Administrative Draft EIR/EIS but outside the scope of services to be performed by DISTRICT and/or its consultants; 2) revisions to the Preliminary Administrative Draft EIR/EIS based on comments received from any source, including but not limited to DISTRICT Staff and the Sanctuary; and 3) any and all post-Preliminary Administrative Draft EIR/EIS preparation efforts, including printing, shipping or circulating the Preliminary Administrative Draft EIR/EIS, responding to comments, attending or facilitating meetings with interested parties, or preparation of a Final EIR/EIS.

3. Section 2 of the Agreement, which describes the work for which DISTRICT may be reimbursed, is hereby amended to specifically include all rights set forth in Paragraph 2 above.

4. Nothing in this Third Amendment shall be construed to prohibit and/or prevent DISTRICT from exercising its right to terminate its status as Lead Agency, or to terminate any other obligation, commitment, or attendant consulting agreement pursuant to the terms of the Agreement, the First Amendment, the Second Amendment, or this Third Amendment. The Parties agree that under circumstances in which DISTRICT terminates its efforts to provide consultants and services related to NEPA analysis, PROPONENT and the Sanctuary would be responsible for negotiating and entering into separate agreements for such services.

5. Unless otherwise modified herein, all other provisions of the Agreement and the First and Second Amendments, copies of which are attached hereto as Attachments A, B and C and by this reference are incorporated herein, shall remain in full force and effect. Nothing contained in this Third Amendment is meant to prohibit, modify, or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

MOSS LANDING HARBOR DISTRICT, a  
subdivision of the State of California

By \_\_\_\_\_  
Linda G. McIntyre, General Manager

Dated \_\_\_\_\_

MOSS LANDING COMMERCIAL PARK, LLC

By: \_\_\_\_\_  
Nader Agha, Manager

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Nader Agha, Individually

Dated \_\_\_\_\_

**REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California. ("DISTRICT") and Nader Agha, an individual and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "The Parties," and is made with reference to the following facts:

A. PROPONENT approached DISTRICT in March of 2013 with a proposal that DISTRICT assume the status of "lead agency" pursuant to provisions of the California Environmental Quality Act ("CEQA") for purposes of performing the environmental analysis of PROPONENT's "People's Moss Landing Water Desal Project ("Project"). Since this date, DISTRICT has expended time and money in making an initial determination as to whether said status could legally be attained by DISTRICT.

B. Project specifics are as follows:

Project Description:

The Project consists of a desalination plant, located in the Moss Landing Harbor District on the former National Refractories & Minerals Plant site, that will operate by drawing water from the Moss Landing Harbor and/or existing on-site wells, processing said water to remove magnesium and sodium salts, and disposing of said material outside of the Harbor via an existing outfall pipe. Distribution of treated water will be via pipeline. The Plant is proposed to be sized at a capacity of 10,700+/- acre feet per year.

Property Information:

Property Location 7697 Highway 1, Moss Landing, CA, 95039  
Interest of Proponent Project owner

Proponent Information:

Proponent Name: Nader Agha/  
The People's Moss Landing Water Desal project  
Address C/O Holman Building, 542 Lighthouse Avenue  
Pacific Grove, CA 93950  
Proponent Phone Number 831.646.1677 or 831.372.5221 or 831.594.9711

Contact Information:

Contact Name  
Address (if different)  
Contact Phone Number

C. After a duly noticed meeting of the DISTRICT's Board of Harbor Commissioners on December 18, 2013, DISTRICT and PROPONENT have agreed to explore the terms and conditions by which DISTRICT may assume lead agency status for environmental analysis of

The Project. DISTRICT and PROPONENT agree that DISTRICT'S assumption of said status is conditioned on the preparation, approval and execution of an agreement that will memorialize some form of structured public-private partnership between the Parties.

D. The Parties agree that preliminary negotiations concerning DISTRICT's lead agency status, preparation of requested "Development" and/or "Purchase and Sale" agreements, and Project processing related to environmental analysis should the DISTRICT agree to assume the responsibilities of a lead agency pursuant to CEQA, will require DISTRICT to incur costs for staff services, planning and engineering services, legal services, and other consultant services. PROPONENT has agreed to be responsible for said costs.

IT IS THEREFORE AGREED, AS FOLLOWS:

1. All of the recitals set forth above are true and correct to the best knowledge of the PARTIES, and by this reference, are incorporated herein.

2. PROPONENT agrees to reimburse DISTRICT for all direct, indirect, and overhead costs, including staff, planning, engineering, legal, environmental and inspection costs, in connection with, but not limited to, all initial discussions, negotiations, preparation and review of documents concerning DISTRICT's ability to accept and/or participate as lead agency for the Project, all discussions, negotiations, preparation and review of documents concerning District's status as a "partner" or stakeholder in the Project, the review and/or preparation of any required environmental analysis of the Project, review of plans and specifications for the Project, preparation of recommended Project conditions, participation in public and private meetings concerning the Project, preparation and participation in meetings with or before other public entities with jurisdiction over the Project, and any and all costs associated with DISTRICT's compliance with any federal, state, or local law, rule or regulation applicable to any of DISTRICT's obligations associated with the Project. Such costs shall include DISTRICT's personnel costs, and costs associated with DISTRICT's use of outside consultants deemed necessary by DISTRICT to engage in any Project related action, whether or not specifically referenced herein. All consultants shall be chosen in the sole and exclusive discretion of DISTRICT and shall be directly chargeable to PROPONENT.

3. Upon execution of this Agreement, PROPONENT will deposit with DISTRICT the sum of One Hundred Thousand Dollars (\$100,000.00), to be held and applied by DISTRICT to the payment of all reimbursable expenses referenced in Paragraph 2 as they accrue. PROPONENT acknowledges that negotiation and preparation of any "development" and/or "purchase and sale" agreement between the Parties, or any other form of "partnership agreement" between the Parties, and all processing costs associated with the Project, may exceed this initial deposit. DISTRICT agrees to keep a detailed account of all disbursements from the funds to be deposited and upon completion of the work to furnish a statement of said account to PROPONENT. If at any time the balance on deposit is reduced to Fifty Thousand Dollars (\$50,000.00), or less, PROPONENT shall, within ten (10) working days after receipt of a written request from DISTRICT, make an additional deposit of funds sufficient to restore said balance to the amount originally deposited, or to such lesser amount as may be specified in said written request from DISTRICT.

PROPONENT further agrees that non-payment for processing and or deposits entitles DISTRICT to discontinue negotiations and/or processing the Project.

In the event there are inadequate funds on deposit to pay outstanding expenses thus compelling DISTRICT to use its own funds to pay such expenses interest will accrue on all sums unpaid thirty (30) days after DISTRICT'S payment at the maximum legal rate, and DISTRICT is entitled to recover its costs, including attorney's fees, in collecting reimbursement of such sums from PROPONENT.

4. PROPONENT agrees, to the greatest extent authorized by law, to defend, hold harmless and indemnify DISTRICT and its elected and appointed officials, officers, employees and agents from and against all claims, liability, costs, expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with PROPONENT'S failure to perform its obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of DISTRICT.

Additionally, PROPONENT agrees to hold harmless DISTRICT and its elected and appointed officials, officers, employees and agents for all costs and expenses, including attorney's fees, incurred by DISTRICT or held to be the liability of the DISTRICT in connection with DISTRICT'S defense of its actions in any proceeding brought in any State or Federal Court challenging the DISTRICT'S actions with respect to the Project.

PROPONENT'S obligation to defend and indemnify shall not be excused because of PROPONENT'S inability to evaluate liability or because PROPONENT evaluates liability and determines that PROPONENT is not liable to the claimant. PROPONENT must respond within 30 days to the tender of any claim for defense and indemnity by DISTRICT, unless the time has been extended by DISTRICT. If PROPONENT fails to accept or rejects a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money deposited hereunder and by virtue of this Agreement as shall be reasonably deemed necessary by DISTRICT, may be retained by DISTRICT until disposition has been made of the claim or suit for damages, or until the PROPONENT accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against PROPONENT, PROPONENT waives any and all rights of any type to express or implied indemnity against the DISTRICT and named indemnitees.

In addition to any other remedies allowed by law, the Parties agree that in the event PROPONENT fails to defend, hold harmless or indemnify DISTRICT pursuant to the provisions of this Section, DISTRICT is entitled to use any and all funds on deposit per Section 3 of this Agreement for its legal costs, and to seek the continued replenishment of the same as the need arises in accordance with the terms of Section 3.

5. The Parties acknowledge that this Agreement is meant in part to address costs associated with the negotiation of subsequent agreements that may or may not come to fruition. Execution of this Agreement shall in no way be deemed a commitment by either DISTRICT or PROPONENT to enter into any subsequent Project-related agreement or to carry out any specific Project related obligation(s).

This Agreement may be terminated for any reason by either party upon thirty (30) days written notice. PROPONENT's obligation to reimburse DISTRICT pursuant to this Agreement shall survive such termination and shall be valid and enforceable even in the event (i) DISTRICT and PROPONENT are unable to agree to the terms and conditions by which DISTRICT may assume lead agency status for the Project, (ii) the Project is withdrawn from DISTRICT's consideration by PROPONENT, or (iii) the Project is ultimately disapproved by any entity with jurisdiction over the Project or (iv) the Project is abandoned by PROPONENT.

In the event either party provides notice of termination of this Agreement, or upon expiration of this Agreement PROPONENT agrees that all funds on deposit may be used by DISTRICT to reimburse DISTRICT for all outstanding costs and expenses incurred by DISTRICT or DISTRICT'S consultants for work completed as of the effective date of such notice or expiration. Additionally, funds on deposit, as well as subsequent additional deposits, may be held and used for the purposes specified in Section 4. Except as set forth below, within thirty (30) working days after the expiration of any statute of limitations applicable to a legal challenge to DISTRICT's duties, obligations and/or work-product hereunder, or as may otherwise be specified in any subsequent partnership agreement, DISTRICT will return to PROPONENT, without interest, all funds remaining on deposit after payment of all reimbursable expenses. Notwithstanding the foregoing, in the event this Agreement expires or is terminated prior to the execution of an agreement described in Recital C above, DISTRICT shall, within thirty (30) working days after the expiration or termination of this Agreement, return to PROPONENT, without interest, all funds remaining on deposit after payment of all reimbursable expenses

6. This Agreement and all of its provision shall bind the heirs, legal representatives, successors and assigns of PROPONENT.

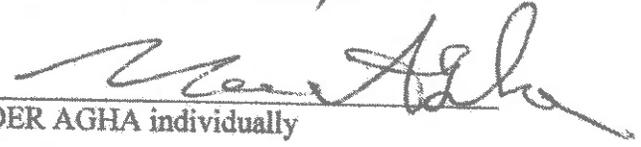
7. This Agreement shall be executed by an authorized representative of the PROPONENT. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the PROPONENT.

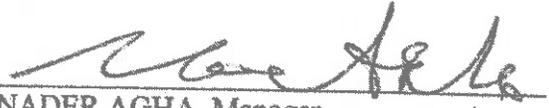
8. The terms and conditions of this Agreement are meant to supersede and supplant any and all other agreements between the parties, either oral or written, with respect to the subject matter established herein.

Dated:

Dated: 3-18-14

By: \_\_\_\_\_  
Linda G. McIntyre, General Manager  
MOSS LANDING HARBOR DISTRICT, a  
Subdivision of the State of California

By:   
NADER AGHA individually

  
NADER AGHA, Manager,  
Moss Landing Commercial Park, LLC.

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN  
MOSS LANDING HARBOR DISTRICT- NADER AGHA AND  
THE MOSS LANDING COMMERCIAL PARK, LLC**

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT ("Amendment") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California ("DISTRICT"), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "The Parties," and is made with reference to the following facts:

**RECITALS**

A. The Parties have entered into that certain "Reimbursement Agreement" (the "Agreement"), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating District's lead agency status for PROPONENT's "People's Moss Landing Water Desal Project ("Project"). The efforts of the Parties in this regard were premised on the belief that DISTRICT's assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, as Project plans have evolved, the Parties have determined that the need for the DISTRICT to issue discretionary construction permits for Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provide an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project, without the concurrent need to negotiate and establish a stakeholder's interest in the Project. Monterey County, another potential lead agency candidate, has indicated in writing that it has no objections to DISTRICT's assumption of said status. See Attachment A- Letter from Monterey County Resource Management Agency dated June 2, 2014.

C. The Parties believe it is in the best interests of all Parties to commence environmental evaluation of the Project as soon as possible, and that such action will not serve to extinguish the DISTRICT's right to continue negotiations for a possible stakeholder's interest in the Project.

**IT IS THEREFORE AGREED:**

1. The Parties agree that DISTRICT will assume the status of Lead Agency for purposes of oversight of the preparation of the appropriate review document for the Project in accordance with the California Environmental Quality Act ("CEQA"), as well as duties associated with the subsequent consideration and possible approval of the Project, pursuant in significant part to the provisions of Public Resources Code Section 21067 et seq., and 14 Cal Code Regs Section 15050. In carrying out its responsibilities as Lead Agency, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right to retain consultants of its own choice, and the right to

*Attachment B to Ex. A  
Reso 18-02*

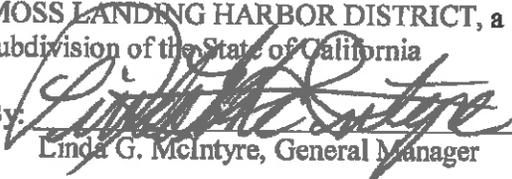
adhere to its own timeline in the performance of its duties, subject only to those requirements set forth in relevant provisions of the Public Resources Code and/or the CEQA Guidelines contained in the California Code of Regulations. All of DISTRICT's rights as referenced herein shall be construed in accordance with DISTRICT's legal obligation, as Lead Agency, to exercise its independent judgment over the environmental analysis of the Project.

2. Section 2 of the Agreement, which describes the work for which the DISTRICT may be reimbursed, is hereby amended to specifically include all of the DISTRICT's duties and responsibilities as Lead Agency, including the right to retain consultants and provide reimbursement for associated staff time, as set forth in Paragraph 1 above. In recognition of the fact that the District does not have a planning department or any planning staff, and that as such, the responsibility for coordination and oversight of the District's Lead Agency duties will vest in General Manager Linda G. McIntyre, PROPONENT agrees that the Agreement shall cover reimbursement for a charge of \$1,000.00 a month, or all actual hours spent at \$100 an hour, whichever is greater, for McIntyre's services.

3. Unless otherwise modified herein, all other provisions of the Agreement, a copy of which is attached hereto as Attachment B, and by this reference incorporated herein, shall remain in full force and effect. Nothing contained in this Amendment is meant to prohibit, modify or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

4. DISTRICT's consent to accept Lead Agency status with respect to the Project is conditioned upon receipt of written notice from PROPONENT, executed by both PROPONENT and the City of Pacific Grove, that PROPONENT's agreement for potential lead agency services with Pacific Grove has been terminated. DISTRICT shall not commence any Lead Agency duties until such notice is received, and in the absence of the provision of such Notice, this Amendment shall be of no force and effect.

MOSS LANDING HARBOR DISTRICT, a  
subdivision of the State of California

By:   
Linda G. McIntyre, General Manager

Dated: 10.28.14

MOSS LANDING COMMERCIAL PARK, LLC

By:   
Nader Agha, Manager

Dated: 9/30/14

By:   
Nader Agha, Individually

Dated: 9/30/14

**SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT  
BETWEEN MOSS LANDING HARBOR DISTRICT-NADER AGHA  
AND THE MOSS LANDING COMMERCIAL PARK, LLC**

THIS SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT (“Second Amendment”) is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California (“DISTRICT”), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC (“PROPONENT”), collectively referred to herein as “the Parties,” and is made with reference to the following facts.

**RECITALS**

A. The Parties have entered into that certain Reimbursement Agreement (the “Agreement”), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating DISTRICT’s lead agency status for PROPONENT’s People’s Moss Landing Water Desal Project (“Project”). The efforts of the Parties in this regard were premised on the belief that DISTRICT’s assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, the Parties determined that the need for the DISTRICT to issue discretionary construction permits for the Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provided an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project. As such, the Parties entered into a First Amendment to the Agreement by which the DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the Project in accordance with the California Environmental Quality Act (“CEQA”), as well as duties associated with subsequent consideration and possible approval of the Project. The First Amendment served to establish the DISTRICT’s rights and duties as lead agency, and modified Section 2 of the Agreement so as to provide for PROPONENT’s reimbursement for all costs associated with the DISTRICT’s lead agency status.

C. In addition to CEQA analysis, the Parties have now verified that the Project will also be subject to analysis pursuant to the National Environmental Protection Act (“NEPA”). The Monterey Bay National Marine Sanctuary (“Sanctuary”) has agreed to be the lead agency for purposes of NEPA analysis, if a complete application is provided.

D. In order to avoid delays with federal contracting procedures, minimize PROPONENT’S costs, and facilitate efficient contract administration, DISTRICT has agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the Sanctuary’s duties and responsibilities as a NEPA Lead Agency for the preparation of a comprehensive single CEQA/NEPA document. Such efforts will include DISTRICT’s retention of consultant(s) necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by

DISTRICT and the Sanctuary, and any and all work associated with NEPA review of the Project, and to be reimbursed for the cost thereof, pursuant to the provisions of the Agreement.

IT IS THEREFORE AGREED:

1. All of the recitals set forth above are true and correct to the best knowledge of the Parties, and by this reference are incorporated herein.

2. The Parties agree that DISTRICT, in coordination with the Sanctuary, is authorized to retain consultant(s) necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by DISTRICT and the Sanctuary, to have DISTRICT Staff, agents and consultants perform any and all work associated with NEPA review of the Project (including but not limited to planning, engineering, legal and environmental work), and to be reimbursed for the costs of any and all such efforts. In performing these duties, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of the National Environmental Protection Act. (See 42 USC Section 4321 et seq.)

3. Section 2 of the Agreement, which describes the work for which DISTRICT may be reimbursed, is hereby amended to specifically include the right to retain consultants and to receive reimbursement for consultants and associated staff time, as set forth in Paragraph 2 above.

4. Nothing in this Second Amendment shall be construed to prohibit and/or prevent DISTRICT from exercising its right to terminate its status as Lead Agency, or to terminate any other obligation, commitment, or attendant consulting agreement pursuant to the terms of the Agreement, the First Amendment, or this Second Amendment. The Parties agree that under circumstances in which DISTRICT terminates its efforts to provide consultants and services related to NEPA analysis, PROPONENT and the Sanctuary would be responsible for negotiating and entering into separate agreements for such services.

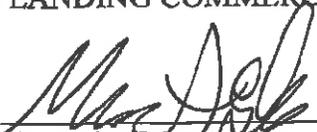
5. Unless otherwise modified herein, all other provisions of the Agreement and the First Amendment, copies of which are attached hereto as Attachments A and B and by this reference are incorporated herein, shall remain in full force and effect. Nothing contained in this Second Amendment is meant to prohibit, modify, or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

MOSS LANDING HARBOR DISTRICT, a  
subdivision of the State of California

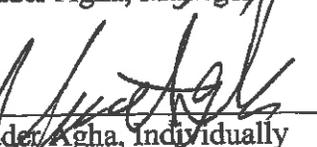
By \_\_\_\_\_  
Linda G. McIntyre, General Manager

Dated \_\_\_\_\_

MOSS LANDING COMMERCIAL PARK, LLC

By:   
Nader Agha, Manager

Dated 3/29/16

By:   
Nader Agha, Individually

Dated 3/29/16

**PROFESSIONAL SERVICES AGREEMENT  
AMENDMENT 2**

This Amendment memorializes a second amendment to the Agreement (“Agreement”) for professional services made on May 20, 2015, between the Moss Landing Harbor District, a subdivision of the State of California and a California Special District (“District”), and Aspen Environmental Group (“Consultant”).

**RECITALS**

- A. DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the “People’s Moss Landing Water Desal Project” (“Project”) in accordance with the California Environmental Quality Act (“CEQA”).
- B. DISTRICT entered into a Professional Service Agreement (“Agreement”) with Consultant in May of 2015, whereby Consultant agreed to provide EIR review and CEQA processing services for the Project.
- C. After a determination that the Project will be subject to analysis pursuant to the National Environmental Policy Act (“NEPA”), the District agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the eventual NEPA Lead Agency in order to avoid delays with federal contracting procedures, minimize costs, and facilitate efficient contract administration and entered into a first amendment (“Amendment 1”) with Consultant to cover unanticipated CEQA and NEPA related services.
- D. At the request of the Project Proponent, Moss Landing Commercial Park, LLC, District has now agreed to assume conditional responsibility for the completion of a Preliminary Administrative Draft EIR/EIS for the Project for subsequent review by the District and the yet-to-be-designated NEPA Lead Agency.
- E. DISTRICT and Consultant now wish to amend their Agreement to cover unanticipated additional costs to be incurred in the preparation of the Preliminary Administrative Draft Project EIR/EIS.

IT IS THEREFORE AGREED BETWEEN DISTRICT AND CONSULTANT AS FOLLOWS:

- 1. **Scope of Services.** Consultant shall provide to District the expanded range of professional services described in the “Aspen Amendment 2 for People’s Desal Contract,” attached hereto as **Attachment A** and incorporated herein (“Amendment 2”). Only the District’s governing body or the General Manager may authorize any change or addition to the Scope of Services specified in **Attachment A**. Amendment 2 expands the previous scope of services, as set forth in the Agreement and Amendment 1, to include the preparation of a Preliminary Administrative Draft EIR/EIS pursuant to CEQA and NEPA for the People’s Moss Landing Water Desalination Project. The Preliminary Administrative Draft EIR/EIS will be a complete and fully-formatted document, ready for the first round of review by the District and the NEPA Lead Agency.

2. **Term.** This Amendment shall become effective on February 1, 2018, and shall terminate upon the full and satisfactory completion of the Services unless terminated sooner in accordance with Section 12 of the Agreement. Time is of the essence in respect to all provisions of this Amendment that specify a time for performance.
3. **Compensation.** The original Agreement provided for DISTRICT compensation to Consultant in an amount not to exceed One Hundred Seventy Two Thousand, Eight Hundred Seventy Three Dollars (\$172,873.00). Amendment 1 added an additional One Hundred Forty Five Thousand Forty Seven Dollars (\$145,047), for a new total of Three Hundred and Seventeen, Nine Hundred and Nineteen Dollars (\$317,919). This Amendment 2 adds an additional Two Hundred and Fifty Thousand Dollars (\$250,000), for a new revised total of Five Hundred and Sixty Seven, Nine Hundred and Nineteen Dollars (\$567,919) to the Agreement, subject to specific conditions, all as set forth in **Attachment A**. For the full and satisfactory completion of the Services described in the Agreement and Amendment 1 and Amendment 2, District shall compensate Consultant in an amount not to exceed \$567,919, without prior written authorization by District. **Attachment A** shall supersede any and all other budgets set forth in the Agreement or Amendment 1.
4. **Allowable Reimbursable Expenses.** N/A – Reimbursable Expenses have been included in Consultant's Cost Estimate as set forth in **Attachment A**. In the event additional reimbursable expenses are requested and approved, they shall be paid at rates commensurate with those set forth in "Updated Hourly Rate" schedule set forth in **Attachment B**.
5. **Payment.** DISTRICT shall pay Consultant for services satisfactorily provided during each calendar month following within thirty (30) days following DISTRICT-receipt and approval of a detailed invoice. The invoice must include, at a minimum:
  - 5.1 A description of the specific Services provided,
  - 5.2 the name of the individual providing the Services,
  - 5.3 the date(s) upon which the Services were provided,
  - 5.4 the time spent providing the Services,
  - 5.5 the amount due for the Services and the basis for calculating the amount due, and
  - 5.6 an itemized summary of Allowable Reimbursable Expenses.

Consultant acknowledges and agrees that funds for all services hereunder are being provided by Nader Agha, an individual, and the Moss Landing Commercial Park, LLC pursuant to a "Reimbursement Agreement," and not by DISTRICT, and that DISTRICT's obligation to pay invoices is limited to monies deposited with DISTRICT by Nader Agha, an individual and the Moss Landing Commercial Park, LLC. Upon request, DISTRICT will provide Consultant with a copy of the afore-referenced Reimbursement Agreement

and, at any time during the term of the Agreement, information concerning the current balance of reimbursement funds on deposit with the DISTRICT.

**Unless referenced above, all other provisions of the original Agreement and Amendment 1 remain unchanged and in full force and effect, including, but not limited to:**

- 6. Independent Contractor.**
- 7. Consultant's Warranties.**
- 8. Notice.**
- 9. Indemnity.**
- 10. Insurance.**
- 11. Dispute Resolution.**
- 12. Suspension and Early Termination.**
- 13. Work Product.**
- 14. General Provisions.**

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

DISTRICT:

CONSULTANT:

Moss Landing Harbor District

Aspen Environmental Group

s/ \_\_\_\_\_  
Linda G. McIntyre, Esq., General Manager

s/ \_\_\_\_\_  
Jon Davidson, Vice President

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

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

**Attachments:**

- Attachment A: Aspen Amendment 2 Contract Summary**
- Attachment B: Updated Hourly Rates**



235 Montgomery Street, Suite 935, San Francisco, CA 94104  
(415) 290-4984 • www.aspeneg.com

**PROJECT MEMORANDUM**  
**PEOPLE'S MOSS LANDING DESALINATION PROJECT**

**Date:** January 10, 2018  
**To:** Linda G. McIntyre, Mike Rodriguez  
**From:** Susan Lee  
**Subject:** Aspen Amendment 2 for People's Desal Contract

This memorandum requests a contract amendment for Aspen Environmental Group to prepare an Administrative (preliminary) Draft EIR/EIS for the Moss Landing Harbor District. Following is a summary of the Aspen contract to date and the proposed Amendment 2.

**Aspen Contract Summary**

Contract / Amendment and Description	Amount
<b>Original Contract (May 20, 2015)</b>	\$172,873
<u>Tasks in progress or completed:</u>	
1. Project Familiarization, Consultation, Meetings (ongoing)	
2. NOP, Scoping (completed)	
3. Peer review of Applicant's Administrative Draft EIR (partially completed in 2016)	
10. Support NEPA review by Monterey Bay National Marine Sanctuary	
<u>Tasks not yet started:</u>	
4. Prepare and distribute Draft EIR	
5. Attend hearings on Draft EIR	
6. Peer review of responses to comments and Administrative Final EIR	
7. Peer review and assistance with Preparation of Final EIR	
8. Attend hearings on Final EIR	
9. Prepare staff report and CEQA findings	
<b>Amendment 1 (April 2016)</b>	+ \$145,047
Adding NEPA review (Task 10) and supplemented budget for meetings (Task 1)	= \$317,919
<b>Agreement: 2017</b>	\$25,000
In response to the Applicant's request, Aspen coordinated with the Applicant's engineering team to prepare the Project Description for the Administrative Draft EIR/EIS, using <b>Task 3</b> funds	(included in original contract budget)
<b>Proposed Amendment 2 (January 2018)</b>	+ \$250,000
<b>Task 11:</b> Prepare Administrative Draft EIR/EIS, noting specific caveats stated below	= \$567,919

As agreed in a series of email exchanges (January 2017) between the Applicant and Mike Rodriguez, Aspen will charge up to \$250,000 for the completion of an Administrative Draft EIR/EIS, including analysis that is complete in accordance with the Aspen team's knowledge and experience. The ADEIR/EIS would be ready to submit to the District and the Sanctuary for their review.

The cost of \$250,000 is subject to the following conditions:

1. [This provision no longer applies because Aspen and the Applicant's engineering team have developed a complete Project Description as of January 10, 2018] The Applicant must provide answers to all of the questions Aspen posed about the Project Description in its memo dated May 9, 2016. Responses must be detailed enough to allow Aspen to complete its impact

Attachment A to Ex B  
RESO 18-02

analysis. Based on the Applicant's responses, the cost of completion may need to be increased to cover matters that must be addressed in the EIR/EIS that were not previously identified or anticipated.

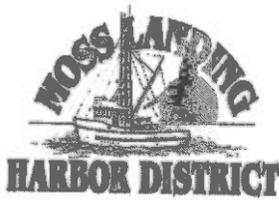
2. The \$250,000 cost does not include the cost of engineering services, or preparation of technical studies, design documents and/or related materials necessary for the completion of the Draft EIR/EIS that are outside the scope of services to be performed by the Aspen Team (Aspen staff and sub-consultants) as described in the Aspen Proposal. For example, Aspen's costs do not include preparation of necessary engineering studies, drawings and design specifications or additional marine biology studies.
3. The \$250,000 cost does not include revisions to the Administrative Draft EIR/EIS based on comments received from the Monterey Bay National Marine Sanctuary, the federal lead agency for the Project. At this point, Aspen has no idea of what types of comments or requests it may receive from the Sanctuary. Revisions based on Sanctuary comments will likely require additional funds.
4. The \$250,000 only covers costs associated with preparing the Administrative Draft EIR/EIS for circulation. It does not cover printing and shipping of the Draft EIR/EIS, or any costs associated with post-circulation requirements, such as responding to comments, meetings, or preparation of a Final EIR/EIS.

If the Applicant decides to move beyond the Administrative Draft EIR/EIS stage, the additional costs not already included in the Aspen contract will be negotiated in a subsequent Contract Amendment.

### Attachment B: Updated Hourly Rates

Aspen Staff	ROLE	Hourly Rate
Susan Lee	Project Manager	\$250.00
Brewster Birdsall	Air Quality, Noise, GHG	\$220.00
Fritts Golden	Land Use/Recreation	\$235.00
Emily Capello	Cumulative, Water, Services	\$145.00
Michael McGowan	Marine Bio, Fisheries	\$200.00
Heather Blair	Biology Manager (Marine, Terrestrial)	\$165.00
Scott White	Biology review	\$212.00
Justin Wood	Biology	\$127.00
Jennifer Lancaster	Biology – technical writing	\$125.00
Scott Debauche	Traffic, Env. Justice	\$135.00
Negar Vahidi	Socioeconomics, Env. Justice	\$195.00
Phil Lowe	Water Resources	\$175.00
Diana Dyste	Cultural/Paleo	\$145.00
Cultural Staff	Cultural/Paleo	\$95.00
Melissa Do	Energy, Geology, Hazards	\$95.00
Env. Science Staff	Technical support	\$95.00
Mark Tangard	Doc production	\$130.00
Maral Koshkarian	Invoicing	\$75.00
May Talebi	Admin support	\$95.00

Attachment B to EXB  
RESO 18-02



**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 24 – RESOLUTION 18-03 COMMITTING THE DISTRICT TO COMPLIANCE WITH OMB SUPER CIRCULAR PROCUREMENT AND AUDIT REQUIREMENTS, POLICIES AND PROCEDURES BY NO LATER THAN JULY 1, 2018 BOARD MEETING OF JANUARY 31, 2018**

States, local governments and other agencies receiving federal grant funds must follow procurement and audit requirements, policies and procedures established by the Federal Office of Management and Budget ("OMB") in regulations set forth in what is known as "circulars." Prior to December 26, 2013, there were eight such circulars. Failure to follow such regulations may result in disqualification for federal funding or disgorgement of funds that have already been received.

On December 26, 2013, the OMB issued final regulations titled the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," commonly known as the "OMB Super Circular." The OMB Super Circular streamlines the language from the eight previous circulars into one consolidated guidance document. It also includes additional requirements, policies and procedures that must be set forth in writing and adopted by state and local entities for use in the purchase of goods and services with federal grant funding. The stated purpose of the OMB Super Circular is to eliminate duplicative and conflicting guidance, focus on performance over compliance for accountability, encourage use of information technology and shared services, provide for consistent and transparent treatment of costs, limit allowable costs to make the best use of federal funds, and to target audit requirements that prevent waste, fraud and abuse.

Compliance with the OMB Super Circular has been slow, and the OMB has extended the time period for public entity acquiescence on several occasions. On May 17, 2017, the OMB issued a Rule extending the time for local entity compliance with the OMB Super Circular by the start of the fiscal year beginning on or after December 26, 2017. For Moss Landing, this would mean that the District must bring its procurement policies into compliance with Super Circular standards by no later than July 1, 2018. Public entities that choose to use this extension are required to document this decision. As such, Staff has prepared a resolution setting forth the District's intent to comply with the provisions of the OMB Super Circular through the development and modification of District procurement and audit standards and procedures by no later than July 1, 2018 which staff recommends the Board adopt. It is Staff's intent to bring new and revised policies to the Board for consideration in advance of this deadline.

*SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947*

**RESOLUTION NO. 18-03**

**A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT EXPRESSING THE DISTRICT'S COMMITMENT TO COMPLY WITH OMB SUPER CIRCULAR PROCUREMENT AND AUDIT REQUIREMENTS, POLICIES AND PROCEDURES BY NO LATER THAN JULY 1, 2018**

**WHEREAS**, in order to be eligible for federal grant funds, States, local governments and other agencies must follow procurement and audit requirements established by the Federal Office of Management and Budget ("OMB") as set forth in regulations known as "circulars"; and

**WHEREAS**, on December 26, 2013, the OMB issued final regulations titled the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," commonly known as the "OMB Super Circular"; and

**WHEREAS**, the OMB Super Circular streamlines the language from eight previous circulars into one consolidated guidance document and requires all public entities applying for and receiving federal grants to adopt written policies and procedures for the purchase of goods and services that comport with the Super Circular's requirements; and

**WHEREAS**, among the stated purposes of the OMB Super Circular is to eliminate duplicative and conflicting federal guidance on procurement matters, to provide for consistent and transparent treatment of costs, and to limit allowable costs to make the best use of federal funds; and

**WHEREAS**, the OMB has extended the time period for public entity compliance with the 2013 Super Circular on several occasions; and

**WHEREAS**, pursuant to an OMB Rule issued on May 17, 2017, all nonfederal entities seeking federal funding for various projects must implement the OMB Super Circular by the start of the fiscal year beginning on or after December 26, 2017, which for the District, would established a compliance date of no later than July 1, 2018; and

**WHEREAS**, public entities that choose to use the extension granted by the May 17, 2017 OMB Rule are required to document this decision.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Harbor Commissioners of the Moss Landing Harbor District hereby acknowledges its intent to utilize the May 17, 2017 OMB Rule granting an extension to public entities to comply with the provisions of the OMB Super Circular through the development, modification and adoption of OMB Super Circular compliant procurement and audit standards and procedures by no later than July 1, 2018.

\*\*\*\*\*

## CERTIFICATION

Resolution 18-03 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on January 31, 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