

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

JANUARY 23, 2019 - 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) pursuant to Government Code §54956.8 regarding: a. The Moss Landing Commercial Park; b. Cannery Building Potential Lease, c. North Harbor Restaurant negotiations with various parties.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

- | | |
|----------------------------------|---|
| Russ Jeffries – President | Linda G. McIntyre – General Manager |
| Tony Leonardini – Vice President | Mike Rodriquez – District Counsel |
| Vince Ferrante – Secretary | Tom Razzeca – Assistant General Manager |
| Peggy Shirrel - Commissioner | Shay Shaw– Administrative Assistant |
| James Goulart - Commissioner | |

C. PROCESS WHEN NOMINEES UNCHALLENGED

1. ITEM – Receive report on process when only one person has been nominated for each Commission office vacancy (information only).

D. ADMINISTERING OATH OF OFFICE CEREMONY

2. ITEM – Oath of office of the appointed Harbor Commissioners. President Russ Jeffries will administer the oath of office to Commissioner Goulart, followed by a brief break to process election and oath documentation.

E. 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.

F. 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.

G. ELECTION OF OFFICERS

3. ITEM – Nominations and election of the 2019 Officers for the Board of Harbor Commissioners. The Assistant General Manager will conduct the Election of Officers.

H. 2019 COMMITTEE APPOINTMENTS

4. ITEM - The President will appoint members of the Board to the 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

I. CONSENT CALENDAR

5. Approval of the December 13, 2018 Special Meeting Minutes.

J. FINANCIAL REPORT

6. Financial report month ending December 31, 2018.

K. MANAGER'S REPORTS

The General Manager and Assistant 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.

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

L. COMMITTEE REPORTS

14. Finance Committee – Ferrante/Leonardini
15. Elkhorn Slough Advisory Committee – Amaral/Leonardini
16. Special Districts – Jeffries/Ferrante
17. Liveaboard Committee – Jeffries/ Amaral
18. Harbor Improvement Committee – Amaral/Shirrel
19. Real Property Committee I – Jeffries/Leonardini
20. Real Property Committee II – Ferrante/Shirrel
21. 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.

M. NEW BUSINESS

22. ITEM – Authorize General Manager to Execute Seaside Revised Master Taxing Entity Agreement

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

23. ITEM – Consider Approving Lease for Cannery Building space

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

24. ITEM – Consider Authorizing Execution of Amendment No. 10 to the Funding Agreement with the County for the Moss Landing Community Plan EIR.

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

25. ITEM – Consider Adopting Resolution No. 19-01 Adopting Findings of the Board to Uphold the General Manager’s Decision in the Appeal of Marc Colman.

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

N. COMMISSIONERS COMMENTS AND CONCERNS

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

O. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for February 20, 2019 at 7:00 PM at the offices of the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA 95039. Individuals who require special accommodations are requested to contact the Assistant General Manager by emailing 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 or by contacting the District at 831.633.5417. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



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

December 13, 2018

A. CLOSED SESSION

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

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

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

The open session was called to order at 2:45pm. 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 Gen. Mgr.
Shay Shaw – Administrative Assistant

Item J - At this time the President moved forward Item J: Public Hearing – Appeal by Marc Colman/Monterey Bay Hydrobikes of the decision of the General Manager to terminate his Facilities Use Permit. President Jeffries opened the Public Hearing and asked for a staff report.

- a. Staff report – GM McIntyre referred to the written report and gave additional information.
- b. Appellant Comments – Mr. Colman claimed he was given bad information and was misinformed and hopes the Board will forgive him. Colman claims he was never given a warning in the past in reference to parking. He requests that the Board have leniency and reinstate his business.
- c. Public Comments – Sergeant Daryl Simpson of the Monterey County Sheriff's office relayed the encounters he had with Colman and informed the Board that Colman first lied about painting the District's curbs and later admitted that he had it done.
- d. Board Discussion – President Jeffries had asked Mr. Colman several questions during his comments, as did other Commissioners. Mr. Colman admitted that he had the District's red curb and blue handicap space painted over in white but he didn't know it was District property. When asked if he obtained permission from the Yacht Club he said he did not. He also admitted that he parked in the cross-hatched area and infringed on one of the handicap spaces, but only for a short time while unloading his Hydrobikes. President Jeffries informed Mr. Colman that he could make a closing statement if he wished. Mr. Colman reiterated he meant no harm and was misinformed about the ownership of the property he painted. President Jeffries closed the Public Hearing.

e. Board Action - A motion was made by President Jeffries, seconded by Vice President Leonardini to uphold the decision of the General Manager and terminate Monterey Bay Hydro Bikes Facilities Use Permit. The motion passed unanimously on a roll call vote. District Counsel Rodriguez indicated that he will prepare formal Findings in support of the Board's decision and bring them to the next meeting for adoption.

C. PRESIDENT'S REMARKS

President Jeffries announced that the Board met in closed session, no decisions were made; direction was given to the GM and District Counsel. He wished everyone a Merry Christmas.

D. PUBLIC COMMENTS

None.

E. CONSENT CALENDAR

1. Approval of the October 24, 2018 Regular Meeting Minutes. A Motion was made by Commissioner Ferrante, seconded by Commissioner Goulart, to approve the October 24, 2018 Minutes. The motion passed unanimously on a roll call vote

2. A motion was made by Commissioner Ferrante, seconded by Commissioner Shirrel to adopt resolution 18-17 Declaring the 1995 Ford Ranger Surplus Property and Authorizing Disposal. The motion passed on a roll call vote. Commissioner Goulart asked how we would dispose of it and staff replied we are required to dispose of surplus property in "an appropriate manner" but because it is so old and has such high miles we may take it to Pick 'N Pull.

F. FINANCIAL REPORT

3. Financial report month ending November 30, 2018. GM McIntyre gave the highlights. 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.

G. MANAGERS' REPORTS

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

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

H. COMMITTEE REPORTS

11. Finance Committee – Ferrante/Goulart – Nothing to report
12. Elkhorn Slough Advisory Committee – Leonardini – Nothing to report
13. Special Districts – Jeffries/Ferrante – Nothing to report
14. Budget Committee – Leonardini/Shirrel – Nothing to report
15. Liveaboard Committee – Goulart/Jeffries – Nothing to report
16. Harbor Improvement Committee – Shirrel/Goulart – Nothing to report
17. Real Property Committee I – Jeffries/Leonardini – Nothing to report
18. Real Property Committee II – Ferrante/Shirrel – Nothing to report
19. Meetings attended by Commissioners at District expense since the last regular meeting of the Board per AB 1234 requirements. President Jeffries, AGM Razzeca and Marc Del Piero attended the MLCP meeting and also had a meeting with the County which was also attended by the GM and District Counsel. President Jeffries believes we have an agreement on wording that will be in the new General Plan that specifically allocates sewer capacity to MLHD.

I. NEW BUSINESS

20. ITEM – Consider ratifying expenditure for new truck purchase.
- a. Staff report – AGM Razzeca gave the report
 - b. Public Comment – None
 - c. Board discussion – None
 - d. Board action – A motion was made by Commissioner Ferrante, seconded by Commissioner Shirrel to ratify the expenditure for a new truck purchase. The motion passed unanimously on a roll call vote.
21. ITEM – Consider adopting Resolution No. 18-18 authorizing the General Manager to enter into a Consulting Contract for the Moss Landing Community Plan/Monterey County General Plan Update.
- a. Staff report –GM McIntyre gave the report
 - b. Public Comment – None
 - c. Board discussion – Commissioner Goulart asked the relationship between President Jeffries and the proposed consultant. President Jeffries replied that he is President Jeffries' nephew and that he has no financial interest with his nephew.
 - d. Board action – A motion was made by Commissioner Leonardini, seconded by Commissioner Goulart to adopt Resolution No. 18-18 authorizing the General Manager to enter into a Consulting Contract for the Moss Landing Community Plan/Monterey County General Plan Update. The motion passed unanimously on a roll call vote.

J. SPECIAL PUBLIC HEARING

(This Item was moved forward on the Agenda and was heard immediately following Roll Call).

K. COMMISSIONERS COMMENTS AND CONCERNS

Commissioner Leonardini said he heard at the meeting we had with the County that a cul-de-sac and public parking lot were planned at the end of Sandholdt Road. Commissioner Leonardini mentioned that the garish red building on Moss Landing Road was signed off by Planning staff but the Planning Commission didn't catch it. Other Board members expressed concern over the gaudy red building; that the water well serving ML was sold at a tax lien sale, that ML has no representation on the North County Land Use Advisory Committee and that we should request reinstatement of the Moss Landing Land Use Advisory Committee. GM McIntyre said she would draft a letter to Supervisor Phillips regarding the above and would look into the water well tax lien sale.

L. ADJOURNMENT

The meeting was adjourned 4:20pm

Respectfully submitted,

ATTEST:

Vincent Ferrante, Secretary
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of harbor Commissioners

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

	<u>Dec 31, 18</u>	<u>Dec 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1009 · Union - Operating	39,626	-43,880	83,506	190%
1010 · Union - M.M.	3,617,892	4,814,638	-1,196,746	-25%
1011 · Union - Payroll	32,790	34,186	-1,396	-4%
1015 · 1st Capital Bank	1,549,573	1,545,961	3,612	0%
1018 · Union Bank- Trust Account	303,778	262,008	41,770	16%
1020 · Umpqua - Restricted	1,011,889	1,010,244	1,645	0%
Total Checking/Savings	6,556,048	7,623,657	-1,067,609	-14%
Accounts Receivable				
11290 · Leases				
1282 · NNN Receivable	58,892	60,000	-1,108	-2%
1297 · Jablonski	-1,507		-1,507	-100%
Total 11290 · Leases	57,385	60,000	-2,615	-4%
1200 · Marlina Receivables	127,561	106,881	20,680	19%
1201 · Marlina - Allow for Bad Debt	-37,750	-39,548	1,798	5%
Total Accounts Receivable	147,196	127,333	19,863	16%
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	25,943	17,475	8,468	48%
Total 1271 · Prepaid Expenses	25,943	17,475	8,468	48%
Total Other Current Assets	25,943	17,475	8,468	48%
Total Current Assets	6,729,187	7,768,465	-1,039,278	-13%
Fixed Assets				
1650 · Construction In Progress	2,350,423	765,451	1,584,972	207%
1670 · Equipment	823,611	779,968	43,643	6%
1700 · Improvements				
1710 · NH Buildings & Improvements	7,871,280	7,868,580	2,700	
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,281,705	8,281,705		
1740 · SH Floating Docks	9,369,077	9,369,077		
Total 1700 · Improvements	26,678,955	26,676,255	2,700	
1800 · Less - Depreciation				
1805 · Equipment	-779,998	-775,065	-4,933	-1%
1810 · NH Buildings & Improvements	-3,891,929	-3,637,364	-254,565	-7%
1820 · NH Floating Docks	-515,110	-503,421	-11,689	-2%
1825 · NH Offsite Improvements	-465,806	-446,816	-18,790	-4%
1830 · SH Buildings & Improvements	-6,097,576	-5,898,486	-199,090	-3%
1840 · SH Floating Docks	-5,807,638	-5,387,227	-420,411	-8%
Total 1800 · Less - Depreciation	-17,557,857	-16,648,379	-909,478	-5%
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	13,937,992	13,216,155	721,837	5%

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

	<u>Dec 31, 18</u>	<u>Dec 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	7,389	7,389		
Total Other Assets	<u>7,589</u>	<u>7,589</u>		
TOTAL ASSETS	<u><u>20,674,768</u></u>	<u><u>20,992,209</u></u>	<u><u>-317,441</u></u>	<u><u>-2%</u></u>

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

	<u>Dec 31, 18</u>	<u>Dec 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	204,894	143,040	61,854	43%
Total Accounts Payable	<u>204,894</u>	<u>143,040</u>	<u>61,854</u>	<u>43%</u>
Other Current Liabilities				
2013 · Accrued Expenses	106,021	33,811	72,210	214%
2020 · Accrued Salaries Payable	7,150	2,078	5,072	244%
2021 · Accrued Vacation	90,718	88,372	2,346	3%
2023 · Accrued Payroll Taxes	561	605	-44	-7%
2030 · Customer Deposits	305,688	301,809	3,879	1%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	40,968	45,425	-4,457	-10%
Total 2051 · Note Interest Payable	<u>40,968</u>	<u>45,425</u>	<u>-4,457</u>	<u>-10%</u>
2080 · Prepaid Berth Fees	144,127	177,304	-33,177	-19%
2082 · MLCP Cost Reimb. Deposit	1,379	79,461	-78,082	-98%
2086 · Prepaid Leases				
20861 · Duke	22,434	21,728	706	3%
20862 · MBARI	5,015	7,109	-2,094	-29%
Total 2086 · Prepaid Leases	<u>27,449</u>	<u>28,837</u>	<u>-1,388</u>	<u>-5%</u>
2087 · Lease Deposits	17,047	14,164	2,883	20%
Total Other Current Liabilities	<u>741,108</u>	<u>771,866</u>	<u>-30,758</u>	<u>-4%</u>
Total Current Liabilities	<u>946,002</u>	<u>914,906</u>	<u>31,096</u>	<u>3%</u>
Long Term Liabilities				
2605 · Umpqua Loan	3,298,374	3,677,571	-379,197	-10%
Total Long Term Liabilities	<u>3,298,374</u>	<u>3,677,571</u>	<u>-379,197</u>	<u>-10%</u>
Total Liabilities	<u>4,244,376</u>	<u>4,592,477</u>	<u>-348,101</u>	<u>-8%</u>
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	10,752,657	9,986,555	766,102	8%
Net Income	-778,497	-43,053	-735,444	-1,708%
Total Equity	<u>16,430,391</u>	<u>16,399,733</u>	<u>30,658</u>	<u>0%</u>
TOTAL LIABILITIES & EQUITY	<u><u>20,674,767</u></u>	<u><u>20,992,210</u></u>	<u><u>-317,443</u></u>	<u><u>-2%</u></u>

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

Jul - Dec 18

OPERATING ACTIVITIES	
Net Income	-778,497
Adjustments to reconcile Net Income	
to net cash provided by operations:	
11290 · Leases:1291 · Monterey Bay Kayak	13,381
11290 · Leases:1297 · Jablonski	1,507
1200 · Marina Receivables	-36,438
1201 · Marina - Allow for Bad Debt	12,750
11290 · Leases:BioMineral Lease	2,192
11290 · Leases:1262 · Running Stream	871
11290 · Leases:1282 · NNN Receivable	7,456
1271 · Prepaid Expenses:1270 · Insurance	-25,943
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	-97,861
2023 · Accrued Payroll Taxes	-44
2030 · Customer Deposits	-1,001
2080 · Prepaid Berth Fees	-5,046
2086 · Prepaid Leases:20861 · Duke	-33,635
2086 · Prepaid Leases:20862 · MBARI	-13,874
2087 · Lease Deposits	2,250
2013 · Accrued Expenses	-11,315
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-2,702
2082 · MLCP Cost Reimb. Deposit	25,801
Net cash provided by Operating Activities	-468,152
INVESTING ACTIVITIES	
1670 · Equipment	-33,000
Net cash provided by Investing Activities	-33,000
FINANCING ACTIVITIES	
2605 · Umpqua Loan	-379,197
Net cash provided by Financing Activities	-379,197
Net cash increase for period	-880,349
Cash at beginning of period	7,436,394
Cash at end of period	6,556,045

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

	<u>Jul - Dec 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	821,362	847,355	-25,993	97%
4112 · Qtrly/Annual Discount	-677	-1,508	831	45%
4113 · Commercial Vessel Dscnt	-7,071	-6,000	-1,071	118%
4114 · Away (1 mnth) Dscnt	-732	-743	11	99%
4115 · Temporary Berthing	133,316	122,561	10,755	109%
4120 · Liveaboard Fees	60,200	58,500	1,700	103%
4130 · Transient Berthing	17,271	18,500	-1,229	93%
4140 · Non Operable Surcharge		300	-300	
4220 · Wait List	2,725	4,500	-1,775	61%
4260 · Towing - Intra Harbor	300		300	100%
4270 · Pumpouts		400	-400	
4280 · Late Fees	19,807	15,000	4,807	132%
4282 · Recovered Lien Costs	1,445	500	945	289%
Total 4100 · Berthing Income	1,047,946	1,059,365	-11,419	99%
4200 · Other Income - Operations				
4225 · Merchandise	41	200	-159	21%
4230 · SH Parking	61,595	63,000	-1,405	98%
4285 · Dog Fee	643	750	-107	86%
4290 · Misc	825	750	75	110%
Total 4200 · Other Income - Operations	63,104	64,700	-1,596	98%
4300 · Operating Grant Revenues				
Total 4000 · MARINA REVENUES	1,111,050	1,124,065	-13,015	99%

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

Expense	Jul - Dec 18	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	1,694	3,000	-1,306	56%
5210 · Dues & Subscriptions	2,208	4,000	-1,792	55%
5220 · Office Supplies				
5223 · Administration	1,779	2,692	-913	66%
5225 · Operations	7,345	4,606	2,739	159%
Total 5220 · Office Supplies	9,124	7,298	1,826	125%
5230 · Postage & Equip Lease				
5232 · Meter Lease	259	264	-5	98%
5235 · Postage		643	-643	
Total 5230 · Postage & Equip Lease	259	907	-648	29%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	1,795	1,577	218	114%
Total 5240 · Copier Lease & Supplies	1,795	1,577	218	114%
5250 · Telephone & Communications				
5253 · Administration	6,067	4,771	1,296	127%
5255 · Operations	425	507	-82	84%
Total 5250 · Telephone & Communications	6,492	5,278	1,214	123%
5260 · Professional Services				
5262 · Accounting	19,336	23,833	-4,497	81%
5263 · Audit fees	15,500	9,000	6,500	172%
5265 · Legal	31,693	50,000	-18,307	63%
5268 · Computer Consulting		646	-646	
5269 · Payroll Processing	1,638	1,472	166	111%
Total 5260 · Professional Services	68,167	84,951	-16,784	80%
5290 · Credit Card Fees	7,910	7,818	92	101%
5921 · Internet Billing Service	1,037	877	160	118%
Total 5200 · General & Administrative	98,686	115,706	-17,020	85%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	134,842	156,778	-21,936	86%
5315 · Operations	70,014	73,490	-3,476	95%
5318 · Maintenance	55,498	65,322	-9,824	85%
Total 5310 · Salaries	260,354	295,590	-35,236	88%
5330 · Payroll Taxes				
5333 · Administration	8,436	11,994	-3,558	70%
5335 · Operations	5,356	5,622	-266	95%
5338 · Maintenance	4,246	4,997	-751	85%
Total 5330 · Payroll Taxes	18,038	22,613	-4,575	80%
5340 · Employee Benefits				
5342 · Vehicle Allowance		2,400	-2,400	
5343 · Administration	30,148	42,867	-12,719	70%
5345 · Operations	707		707	100%
5348 · Maintenance	18,323	29,489	-11,166	62%

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

	<u>Jul - Dec 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total 5340 · Employee Benefits	49,178	74,756	-25,578	66%
5350 · Workers Compensation				
5353 · Administration	1,700	1,811	-111	94%
5355 · Operations	3,335	4,101	-766	81%
5358 · Maintenance	4,324	5,000	-676	86%
Total 5350 · Workers Compensation	9,359	10,912	-1,553	86%
5360 · Education & Training				
5363 · Administration	1,225	2,000	-775	61%
5365 · Operations		500	-500	
Total 5360 · Education & Training	1,225	2,500	-1,275	49%
Total 5300 · Personnel	338,154	406,371	-68,217	83%
5400 · Insurance				
5410 · Liability Insurance	62,964	62,900	64	100%
Total 5400 · Insurance	62,964	62,900	64	100%
5500 · Utilities				
5510 · Garbage	27,740	26,500	1,240	105%
5520 · Gas and Electric	108,685	105,000	3,685	104%
5530 · Water	15,630	16,000	-370	98%
5540 · Sewer	45,535	20,000	25,535	228%
Total 5500 · Utilities	197,590	167,500	30,090	118%
5600 · Operating Supplies				
5610 · Vehicles	6,485	4,650	1,835	139%
5625 · Operations	9,913	10,350	-437	96%
Total 5600 · Operating Supplies	16,398	15,000	1,398	109%
5700 · Depreciation	235,998	236,250	-252	100%
5800 · Repairs & Maintenance				
5810 · Vehicles		300	-300	
5830 · Equip Rental	1,736	3,730	-1,994	47%
5850 · Repair Materials	22,384	40,969	-18,585	55%
5860 · Outside Service Contracts	23,944	35,000	-11,056	68%
5870 · Derelict Disposal	14,256	20,000	-5,744	71%
Total 5800 · Repairs & Maintenance	62,320	99,999	-37,679	62%
5900 · Financial Expenses				
5920 · Bank Service Charges	3,743	2,500	1,243	150%
5990 · Bad Debt	12,750	10,000	2,750	128%
Total 5900 · Financial Expenses	16,493	12,500	3,993	132%
Total · MARINA EXPENSES	1,028,603	1,116,226	-87,623	92%
Net Ordinary Income - Marina Operations	82,447	7,839	74,608	1052%

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

	Jul - Dec 18	Budget	\$ Over Budget	% of Budget
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	33,635	33,635		100%
4053 · MBARI	13,874	13,874		100%
Total 4050 · Trust Lands Lease Revenue	47,509	47,509		100%
4500 · Leases				
4502 · Cannery Building				
4517 · Suite 2	16,075	16,074	1	100%
4504 · Sulte 3	43,065	44,454	-1,389	97%
4511 · Suite 1 & 10	9,044	9,042	2	100%
4515 · Sulte 4	42,989	42,990	-1	100%
4518 · Suite 5	12,555	12,336	219	102%
4510 · Suite 6	13,153	13,152	1	100%
4503 · Sulte 8	7,500	4,500	3,000	167%
4520 · Suite 9	4,115		4,115	100%
4523 · Canery NNN	7,172	15,000	-7,828	48%
Total 4502 · Cannery Building	155,668	157,548	-1,880	99%
4530 · RV Lot	16,481	16,482	-1	100%
4540 · Martin & Mason				
4560 · North Harbor				
4562 · Sea Harvest	16,948	17,548	-600	97%
4568 · Monterey Bay Kayaks	31,538	31,026	512	102%
Total 4560 · North Harbor	48,486	48,574	-88	100%
Total 4500 · Leases	220,635	222,604	-1,969	99%
4600 · District Property Taxes	167,656	100,000	67,656	168%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	140,605	137,500	3,105	102%
4710 · Vending Activities				
4711 · Washer/Dryer	5,389	4,500	889	120%
4712 · Soda		500	-500	
Total 4710 · Vending Activities	5,389	5,000	389	108%
4720 · Dry Storage	29,195	32,000	-2,805	91%
4725 · North Harbor Use Fee	51,790	42,250	9,540	123%
4727 · Key Sales	3,235	3,900	-665	83%
4730 · NH Washdown	642	1,250	-608	51%
4735 · Camp/RV	200	2,000	-1,800	10%
4740 · Equipment Rental		125	-125	
4751 · Permits	2,896	5,000	-2,104	58%
4765 · Faxes, Copies & Postage	32	80	-48	40%
Total 4700 · Other Revenues & Concessions	233,984	229,105	4,879	102%
4800 · Interest				
4841 · Union Bank Interest	49	125	-76	39%
4843 · First Capital Bank	1,570	750	820	209%
4845 · SBB Interest	160			

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

	<u>Jul - Dec 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
4846 · Umpqua Interest	765	750	15	102%
Total 4800 · Interest	2,544	1,625	919	157%
Total 4400 · LEASE AND OTHER INCOME	672,328	600,843	71,485	112%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	49,704	49,703	1	100%
Total 7100 · Interest Expense	49,704	49,703	1	100%
7200 · Other Financial Expenses				
7221 · CSDA Dues		6,358	-6,358	
7230 · LAFO Administrative Charges	6,160	6,411	-251	96%
Total 7200 · Other Financial Expenses	6,160	12,769	-6,609	48%
5700 · Depreciation	235,998	236,250	-252	100%
7300 · Commissioner Expenses				
7310 · Election Costs		200,000	-200,000	
7320 · Monthly Stipend	7,500	6,500	1,000	115%
7321 · Employer Payroll Taxes	574	497	77	115%
7330 · Incurred Expenses	2,196	503	1,693	437%
Total 7300 · Commissioner Expenses	10,270	207,500	-197,230	5%
Total 7000 · LEASE AND OTHER EXPENSES	302,132	506,222	-204,090	60%
Net Ordinary Income - Lease & Other Operations	370,196	94,621	275,575	391%
Net Ordinary Income - Combined Operations	452,643	102,460	350,183	442%
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	132,467	90,000	42,467	147%
8201 · Reimbursable expenses	-3,591	-90,000	86,409	4%
Total 8001 · Cost Reimbursements	128,876		128,876	100%
Total Other Income	128,876		128,876	100%
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	152,042	40,000	112,042	380%
9053 · Dock Maintenance	8,089		8,089	100%
9309 · New NH Building	896,920	1,500,000	-603,080	60%
9310 · NH Hotel	88,826	330,000	-241,174	27%
9440 · NH Shoreline (North)	122,494			
9470 · NH Visitor Dock		400,000	-400,000	
9800 · Dock Replacement	91,650	200,000	-108,350	46%
Total 9000 · CAPITAL PROJECT EXPENSES	1,360,021	2,470,000	-1,109,979	55%
Total Other Expense	1,360,021	2,470,000	-1,109,979	55%
Net Other Income	-1,231,145	-2,470,000	1,238,855	50%
Net Income	-778,502	-2,367,540	1,589,038	33%

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

Ordinary Income/Expense	Jul - Dec 18	Jul - Dec 17	\$ Change	% Change
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	821,362	809,592	11,770	1%
4112 · Qtrly/Annual Discount	-677	-1,208	531	44%
4113 · Commercial Vessel Dscnt	-7,071	-5,750	-1,321	-23%
4114 · Away (1 mnth) Dscnt	-732	-807	75	9%
4115 · Temporary Berthing	133,316	137,153	-3,837	-3%
4120 · Liveaboard Fees	60,200	58,665	1,535	3%
4130 · Transient Berthing	17,271	11,619	5,652	49%
4220 · Wait List	2,725	3,725	-1,000	-27%
4260 · Towing - Intra Harbor	300	150	150	100%
4280 · Late Fees	19,807	19,400	407	2%
4282 · Recovered Lien Costs	1,445	420	1,025	244%
Total 4100 · Berthing Income	1,047,946	1,032,959	14,987	1%
4200 · Other Income - Operations				
4225 · Merchandise	41	275	-234	-85%
4230 · SH Parking	61,595	78,450	-16,855	-21%
4285 · Dog Fee	643	720	-77	-11%
4290 · Misc	825	6,016	-5,191	-86%
Total 4200 · Other Income - Operations	63,104	85,461	-22,357	-26%
Total 4000 · MARINA REVENUES	1,111,050	1,118,420	-7,370	-1%

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

Expense	Jul - Dec 18	Jul - Dec 17	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	1,694	1,728	-34	-2%
5210 · Dues & Subscriptions	2,208	3,491	-1,283	-37%
5220 · Office Supplies				
5223 · Administration	1,779	3,697	-1,918	-52%
5225 · Operations	7,345	6,092	1,253	21%
Total 5220 · Office Supplies	9,124	9,789	-665	-7%
5230 · Postage & Equip Lease				
5232 · Meter Lease	259	517	-258	-50%
5235 · Postage		1,245	-1,245	-100%
Total 5230 · Postage & Equip Lease	259	1,762	-1,503	-85%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	1,795	2,195	-400	-18%
Total 5240 · Copier Lease & Supplies	1,795	2,195	-400	-18%
5250 · Telephone & Communications				
5253 · Administration	6,067	5,958	109	2%
5255 · Operations	425	424	1	0%
Total 5250 · Telephone & Communications	6,492	6,382	110	2%
5260 · Professional Services				
5262 · Accounting	19,336	21,547	-2,211	-10%
5263 · Audit fees	15,500	15,000	500	3%
5265 · Legal	31,693	38,436	-6,743	-18%
5268 · Computer Consulting		340	-340	-100%
5269 · Payroll Processing	1,638	1,717	-79	-5%
Total 5260 · Professional Services	68,167	77,040	-8,873	-12%
5290 · Credit Card Fees	7,910	8,333	-423	-5%
5921 · Internet Billing Service	1,037	943	94	10%
Total 5200 · General & Administrative	98,686	111,663	-12,977	-12%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	134,842	118,285	16,557	14%
5315 · Operations	70,014	64,378	5,636	9%
5318 · Maintenance	55,498	45,330	10,168	22%
Total 5310 · Salaries	260,354	227,993	32,361	14%
5330 · Payroll Taxes				
5333 · Administration	8,436	7,198	1,238	17%
5335 · Operations	5,356	5,323	33	1%
5338 · Maintenance	4,246	3,394	852	25%
Total 5330 · Payroll Taxes	18,038	15,915	2,123	13%
5340 · Employee Benefits				
5343 · Administration	30,148	32,855	-2,707	-8%
5345 · Operations	707	6,232	-5,525	-89%
5348 · Maintenance	18,323	22,065	-3,742	-17%
Total 5340 · Employee Benefits	49,178	61,152	-11,974	-20%

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

	<u>Jul - Dec 18</u>	<u>Jul - Dec 17</u>	<u>\$ Change</u>	<u>% Change</u>
5350 · Workers Compensation				
5353 · Administration	1,700	1,136	564	50%
5355 · Operations	3,335	2,935	400	14%
5358 · Maintenance	4,324	3,335	989	30%
Total 5350 · Workers Compensation	<u>9,359</u>	<u>7,406</u>	<u>1,953</u>	<u>26%</u>
5360 · Education & Training				
5363 · Administration	1,225		1,225	100%
Total 5360 · Education & Training	<u>1,225</u>		<u>1,225</u>	<u>100%</u>
Total 5300 · Personnel	<u>338,154</u>	<u>312,466</u>	<u>25,688</u>	<u>8%</u>
5400 · Insurance				
5410 · Liability Insurance	62,964	62,196	768	1%
Total 5400 · Insurance	<u>62,964</u>	<u>62,196</u>	<u>768</u>	<u>1%</u>
5500 · Utilities				
5510 · Garbage	27,740	25,320	2,420	10%
5520 · Gas and Electric	108,685	100,000	8,685	9%
5530 · Water	15,630	16,383	-753	-5%
5540 · Sewer	45,535	21,116	24,419	116%
Total 5500 · Utilities	<u>197,590</u>	<u>162,819</u>	<u>34,771</u>	<u>21%</u>
5600 · Operating Supplies				
5610 · Vehicles	6,485	4,052	2,433	60%
5625 · Operations	9,913	8,536	1,377	16%
Total 5600 · Operating Supplies	<u>16,398</u>	<u>12,588</u>	<u>3,810</u>	<u>30%</u>
5700 · Depreciation	235,998	235,998		
5800 · Repairs & Maintenance				
5810 · Vehicles		63	-63	-100%
5830 · Equip Rental	1,736	1,692	44	3%
5850 · Repair Materials	22,384	39,685	-17,301	-44%
5860 · Outside Service Contracts	23,944	22,865	1,079	5%
5870 · Derelict Disposal	14,256	100	14,156	14,156%
Total 5800 · Repairs & Maintenance	<u>62,320</u>	<u>64,405</u>	<u>-2,085</u>	<u>-3%</u>
5900 · Financial Expenses				
5920 · Bank Service Charges	3,743	3,673	70	2%
5990 · Bad Debt	12,750	10,625	2,125	20%
Total 5900 · Financial Expenses	<u>16,493</u>	<u>14,298</u>	<u>2,195</u>	<u>15%</u>
Total · MARINA EXPENSES	<u>1,028,603</u>	<u>976,433</u>	<u>52,170</u>	<u>0</u>
Net Ordinary Income - Marina Operations	<u>82,447</u>	<u>141,987</u>	<u>-59,540</u>	<u>-0</u>

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

	Jul - Dec 18	Jul - Dec 17	\$ Change	% Change
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	33,635	32,592	1,043	3%
4053 · MBARI	13,874	13,444	430	3%
Total 4050 · Trust Lands Lease Revenue	47,509	46,036	1,473	3%
4500 · Leases				
4502 · Cannery Building				
4517 · Suite 2	16,075	15,573	502	3%
4504 · Suite 3	43,065	43,065		
4511 · Suite 1 & 10	9,044	8,762	282	3%
4515 · Suite 4	42,989	41,648	1,341	3%
4518 · Suite 5	12,555	11,950	605	5%
4510 · Suite 6	13,153	12,742	411	3%
4503 · Suite 8	7,500		7,500	100%
4520 · Suite 9	4,115		4,115	100%
4523 · Canery NNN	7,172	16,862	-9,690	-57%
Total 4502 · Cannery Building	155,668	150,602	5,066	3%
4530 · RV Lot	16,481	15,966	515	3%
4560 · North Harbor				
4562 · Sea Harvest	16,948	18,894	-1,946	-10%
4568 · Monterey Bay Kayaks	31,538	8,974	22,564	251%
4572 · Pottery Planet		9,740	-9,740	-100%
Total 4560 · North Harbor	48,486	37,608	10,878	29%
Total 4500 · Leases	220,635	204,176	16,459	8%
4600 · District Property Taxes	167,656	167,532	124	0%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	140,605	145,040	-4,435	-3%
4710 · Vending Activities				
4711 · Washer/Dryer	5,389	5,798	-409	-7%
4712 · Soda		163	-163	-100%
Total 4710 · Vending Activities	5,389	5,961	-572	-10%
4720 · Dry Storage	29,195	30,398	-1,203	-4%
4725 · North Harbor Use Fee	51,790	40,754	11,036	27%
4727 · Key Sales	3,235	4,222	-987	-23%
4730 · NH Washdown	642	729	-87	-12%
4735 · Camp/RV	200	1,757	-1,557	-89%
4751 · Permits	2,896	3,007	-111	-4%
4765 · Faxes, Copies & Postage	32	5	27	540%
Total 4700 · Other Revenues & Concessions	233,984	231,873	2,111	1%
4800 · Interest				
4841 · Union Bank Interest	49	348	-299	-86%
4843 · First Capital Bank	1,570	1,042	528	51%
4845 · SBB Interest	160		160	100%
4846 · Umpqua Interest	765	635	130	20%
Total 4800 · Interest	2,544	2,025	519	26%

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

	Jul - Dec 18	Jul - Dec 17	\$ Change	% Change
Total 4400 · LEASE AND OTHER INCOME	672,328	651,642	20,686	3%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	49,704	55,036	-5,332	-10%
Total 7100 · Interest Expense	49,704	55,036	-5,332	-10%
7200 · Other Financial Expenses				
7230 · LAFO Administrative Charges	6,160	6,411	-251	-4%
Total 7200 · Other Financial Expenses	6,160	6,411	-251	-4%
5700 · Depreciation	235,998	235,998		
7300 · Commissioner Expenses				
7320 · Monthly Stipend	7,500	7,600	-100	-1%
7321 · Employer Payroll Taxes	574	581	-7	-1%
7330 · Incurred Expenses	2,196	1,229	967	79%
Total 7300 · Commissioner Expenses	10,270	9,410	860	9%
Total 7000 · LEASE AND OTHER EXPENSES	302,132	306,855	-4,723	-0
Net Ordinary Income - Lease & Other Operations	370,196	344,787	25,409	0
Net Ordinary Income - Combined Operations	452,643	486,774	-34,131	-0
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	132,467	65,676	66,791	102%
8201 · Reimbursable expenses	-3,591	-21,626	18,035	83%
Total 8001 · Cost Reimbursements	128,876	44,050	84,826	193%
Total Other Income	128,876	44,050	84,826	193%
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	152,042	85,942	66,100	77%
9053 · Dock Maintenance	8,089	1,893	6,196	327%
9309 · New NH Building	896,920	312,368	584,552	187%
9310 · NH Hotel	88,826	2,500	86,326	3,453%
9430 · NH Restoration		143,609	-143,609	-100%
9440 · NH Shoreline (North)	122,494		122,494	100%
9750 · Office Computers		1,157	-1,157	-100%
9800 · Dock Replacement	91,650	26,406	65,244	247%
Total 9000 · CAPITAL PROJECT EXPENSES	1,360,021	573,875	786,146	137%
Total Other Expense	1,360,021	573,875	786,146	137%
Net Other Income	-1,231,145	-529,825	-701,320	-132%
Net Income	-778,502	-43,051	-735,451	-1,708%

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

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ABC Fire Protection & Safety, Inc.	978.00	0.00	0.00	0.00	0.00	978.00
Airgas	89.93	0.00	0.00	0.00	0.00	89.93
Allied Administrators for Delta Dental	0.00	-402.14	0.00	0.00	0.00	-402.14
AT&T	168.16	0.00	0.00	0.00	0.00	168.16
Auto Care LifeSaver Towing	941.00	0.00	0.00	0.00	0.00	941.00
Bayside Oil, Inc.	0.00	2,550.00	0.00	0.00	0.00	2,550.00
Blue Shield of California	0.00	-162.45	0.00	0.00	0.00	-162.45
Byte Technology	45.00	0.00	0.00	0.00	0.00	45.00
California Special Districts Association	0.00	0.00	0.00	-6,740.00	0.00	-6,740.00
CalPERS	0.00	-9,795.62	0.00	0.00	0.00	-9,795.62
Cintas	564.72	0.00	0.00	0.00	0.00	564.72
Dilbeck & Sons, Inc.	151,323.26	73,499.61	0.00	0.00	0.00	224,822.87
Gunner Casey	236.00	0.00	0.00	0.00	0.00	236.00
Jarvis, Fay, Doport & Gibson, LLP	3,980.00	0.00	0.00	0.00	0.00	3,980.00
Konica Minolta Premier Finance	0.00	-266.73	0.00	0.00	0.00	-266.73
Linda G. McIntyre	0.00	-400.00	0.00	0.00	0.00	-400.00
Marc J. Del Piero	0.00	0.00	2,750.00	0.00	0.00	2,750.00
Pajaro/Sunny Mesa C.S.D.	1,588.41	0.00	0.00	0.00	0.00	1,588.41
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Premium Assignment Corporation	0.00	-12,820.13	0.00	0.00	0.00	-12,820.13
Rabobank	1,009.73	0.00	0.00	0.00	0.00	1,009.73
Redshift	0.00	-136.85	0.00	0.00	0.00	-136.85
Sealaska Engineering & Applied Sciences	0.00	11,407.90	0.00	0.00	0.00	11,407.90
Social Vocational Services, Inc.	0.00	-1,073.57	0.00	0.00	0.00	-1,073.57
The State Bar of California	0.00	-383.00	0.00	0.00	0.00	-383.00
U.S. Bank	1,586.57	0.00	0.00	0.00	0.00	1,586.57
VALIC	2,996.17	0.00	0.00	0.00	0.00	2,996.17
Veritiv Operating Company	0.00	1,105.87	0.00	0.00	0.00	1,105.87
Verizon Wireless	141.92	0.00	0.00	0.00	0.00	141.92
Vision Sevice Plan	0.00	-141.15	0.00	0.00	0.00	-141.15
West Marine Pro	253.73	0.00	0.00	0.00	0.00	253.73
TOTAL	<u><u>165,902.60</u></u>	<u><u>42,981.74</u></u>	<u><u>2,750.00</u></u>	<u><u>-6,740.00</u></u>	<u><u>0.00</u></u>	<u><u>204,894.34</u></u>

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

Type	Date	Num	Name	Amount
1009 - Union - Operating				
Check	11/05/2018	1142	Chevrolet of Watsonville	-33,000.00
Bill Pmt -Check	11/12/2018	18426	Airgas	-89.93
Bill Pmt -Check	11/12/2018	18427	AT&T	-168.20
Bill Pmt -Check	11/12/2018	18428	Big Creek Lumber	-2,273.72
Bill Pmt -Check	11/12/2018	18429	Blue Shield of California	-115.73
Bill Pmt -Check	11/12/2018	18430	Bryant Jolley	-15,500.00
Bill Pmt -Check	11/12/2018	18431	Byte Technology	-112.50
Bill Pmt -Check	11/12/2018	18432	CalPERS	-3,907.19
Bill Pmt -Check	11/12/2018	18433	Carmel Marina Corporation	-530.19
Bill Pmt -Check	11/12/2018	18434	Central Coast Systems, Inc.	-105.00
Bill Pmt -Check	11/12/2018	18435	Charles Guggenheim	-525.00
Bill Pmt -Check	11/12/2018	18436	Cintas	-614.15
Bill Pmt -Check	11/12/2018	18437	Damm Good Water	-136.75
Bill Pmt -Check	11/12/2018	18438	David Ensor	-148.50
Bill Pmt -Check	11/12/2018	18439	Dilbeck & Sons, Inc.	-387,360.83
Bill Pmt -Check	11/12/2018	18440	Ernest Wing	-535.00
Bill Pmt -Check	11/12/2018	18441	Konica Minolta Premier Finance	-266.73
Bill Pmt -Check	11/12/2018	18442	Linda G. McIntyre	-400.00
Bill Pmt -Check	11/12/2018	18443	Manny Conceicao	-25.00
Bill Pmt -Check	11/12/2018	18444	Michael Krone	-380.00
Bill Pmt -Check	11/12/2018	18445	Office Team	-993.65
Bill Pmt -Check	11/12/2018	18446	Pajaro Valley Lock Shop	-258.16
Bill Pmt -Check	11/12/2018	18447	Pajaro/Sunny Mesa C.S.D.	-2,082.73
Bill Pmt -Check	11/12/2018	18448	PG&E	-20,000.00
Bill Pmt -Check	11/12/2018	18449	PG&E Customer Fund Mangement PPC	-6,543.00
Bill Pmt -Check	11/12/2018	18450	Phil Armstrong	-525.00
Bill Pmt -Check	11/12/2018	18451	Premium Assignment Corporation	-12,820.13
Bill Pmt -Check	11/12/2018	18452	Redshift	-136.85
Bill Pmt -Check	11/12/2018	18453	Sealaska Engineering & Applied Sciences	-70,158.02
Bill Pmt -Check	11/12/2018	18454	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	11/12/2018	18455	State Steel Company	-415.05
Bill Pmt -Check	11/12/2018	18456	Sunrise Express	-48.75
Bill Pmt -Check	11/12/2018	18457	U.S. Bank	-1,622.80
Bill Pmt -Check	11/12/2018	18458	Verizon Wireless	-141.77
Bill Pmt -Check	11/12/2018	18459	Vincent Nunes	-550.00
Bill Pmt -Check	11/12/2018	18460	Vision Sevice Plan	-102.78
Bill Pmt -Check	11/12/2018	18461	AT&T	-278.07
Bill Pmt -Check	11/12/2018	18462	Carmel Marina Corporation	-449.93
Bill Pmt -Check	11/12/2018	18463	AT&T	-514.34
Bill Pmt -Check	11/12/2018	18464	Carmel Marina Corporation	-975.72
Bill Pmt -Check	11/12/2018	18465	Carmel Marina Corporation	-678.00
Bill Pmt -Check	11/12/2018	18466	Carmel Marina Corporation	-2,824.76
Bill Pmt -Check	11/12/2018	18467	Rabobank	-376.66
Bill Pmt -Check	11/12/2018	18468	VALIC	-4,494.25

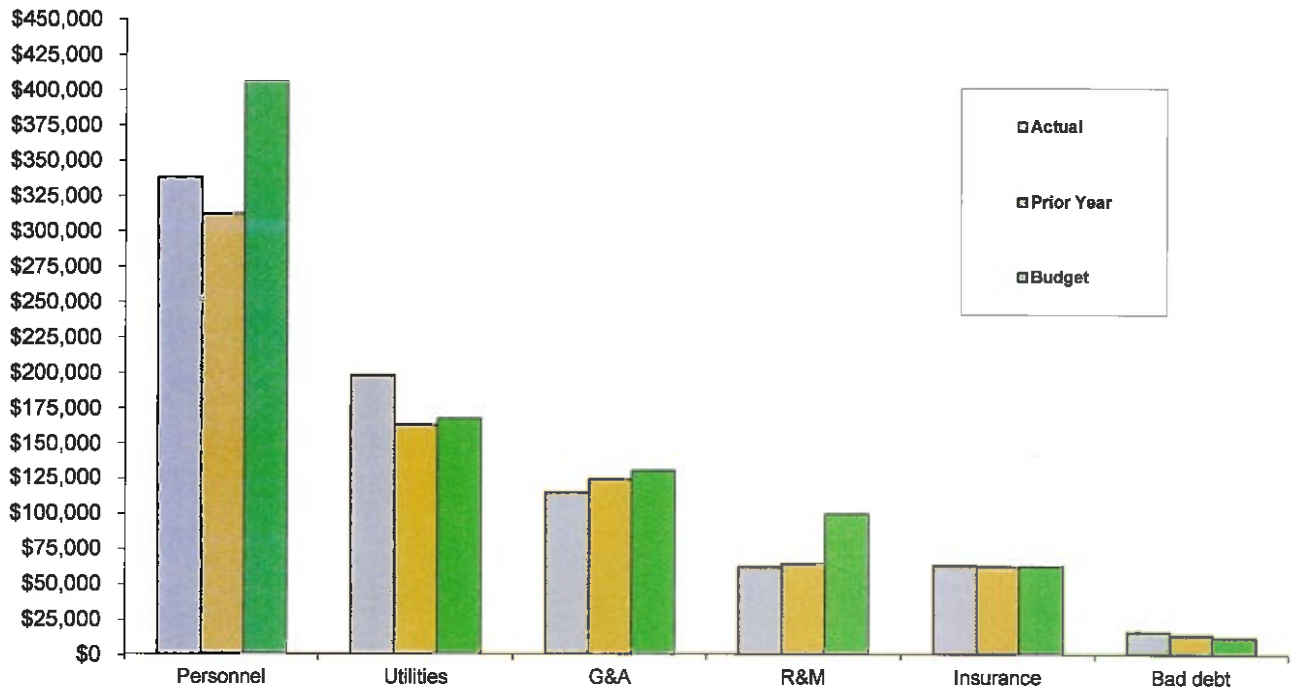
**Moss Landing Harbor District
Warrant Listing
As of December 31, 2018**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	11/12/2018	18469	Rabobank	-719.40
Bill Pmt -Check	11/13/2018	18470	Office Team	-339.15
Bill Pmt -Check	11/13/2018	18471	Valero Marketing and Supply Company	-372.00
Bill Pmt -Check	11/17/2018	18472	Rabobank	-265.09
Bill Pmt -Check	11/17/2018	18473	Rabobank	-258.99
Bill Pmt -Check	11/27/2018	18474	Byte Technology	-300.00
Bill Pmt -Check	11/27/2018	18475	David Brown	-895.00
Bill Pmt -Check	11/27/2018	18476	David Hafey	-525.00
Bill Pmt -Check	11/27/2018	18477	Doctors on Duty	-122.50
Bill Pmt -Check	11/27/2018	18478	Ferrante, Vincent	-987.23
Bill Pmt -Check	11/27/2018	18479	Home Depot	-1,010.67
Bill Pmt -Check	11/27/2018	18480	Jarvis, Fay, Doporto & Gibson, LLP	-5,460.00
Bill Pmt -Check	11/27/2018	18481	Jeff Gabrio	-500.00
Bill Pmt -Check	11/27/2018	18482	Jeff Gibson	-386.60
Bill Pmt -Check	11/27/2018	18483	Office Team	-1,106.70
Bill Pmt -Check	11/27/2018	18484	Sea Engineering, Inc.	-582.82
Bill Pmt -Check	11/27/2018	18485	Sealaska Engineering & Applied Sciences	-7,604.45
Bill Pmt -Check	11/27/2018	18486	Veritiv Operating Company	-794.48
Bill Pmt -Check	11/27/2018	18487	WASH	-202.08
Bill Pmt -Check	11/27/2018	18488	Wendy L. Cumming, CPA	-2,392.50
Bill Pmt -Check	11/29/2018	18489	CalPERS	-1,627.92
Check	11/30/2018			-340.23
Bill Pmt -Check	12/13/2018	18490	Airgas	-87.35
Bill Pmt -Check	12/13/2018	18491	Allied Administrators for Delta Dental	-402.14
Bill Pmt -Check	12/13/2018	18492	AT&T	-168.16
Bill Pmt -Check	12/13/2018	18493	ATI-Advanced Testing & Inspection, LLC	-15,244.24
Bill Pmt -Check	12/13/2018	18494	Blue Shield of California	-115.73
Bill Pmt -Check	12/13/2018	18495	C.A.H.M. & P.C.	-300.00
Bill Pmt -Check	12/13/2018	18496	CalPERS	-4,721.15
Bill Pmt -Check	12/13/2018	18497	Cintas	-566.88
Bill Pmt -Check	12/13/2018	18498	Damm Good Water	-56.25
Bill Pmt -Check	12/13/2018	18499	Konica Minolta Premier Finance	-266.73
Bill Pmt -Check	12/13/2018	18500	Linda G. McIntyre	-400.00
Bill Pmt -Check	12/13/2018	18501	Monterey One Water	-10,571.30
Bill Pmt -Check	12/13/2018	18502	Office Team	-1,023.40
Bill Pmt -Check	12/13/2018	18503	Pacific Coast Congress	-265.00
Bill Pmt -Check	12/13/2018	18504	Pajaro/Sunny Mesa C.S.D.	-1,778.41
Bill Pmt -Check	12/13/2018	18505	PG&E	-20,000.00
Bill Pmt -Check	12/13/2018	18506	Premium Assignment Corporation	-12,820.13
Bill Pmt -Check	12/13/2018	18507	Rabobank	-265.09
Bill Pmt -Check	12/13/2018	18508	Redshift	-273.70
Bill Pmt -Check	12/13/2018	18509	Royal Wholesale Electric	-681.81
Bill Pmt -Check	12/13/2018	18510	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	12/13/2018	18511	The State Bar of California	-383.00
Bill Pmt -Check	12/13/2018	18512	U.S. Bank	-3,786.79

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

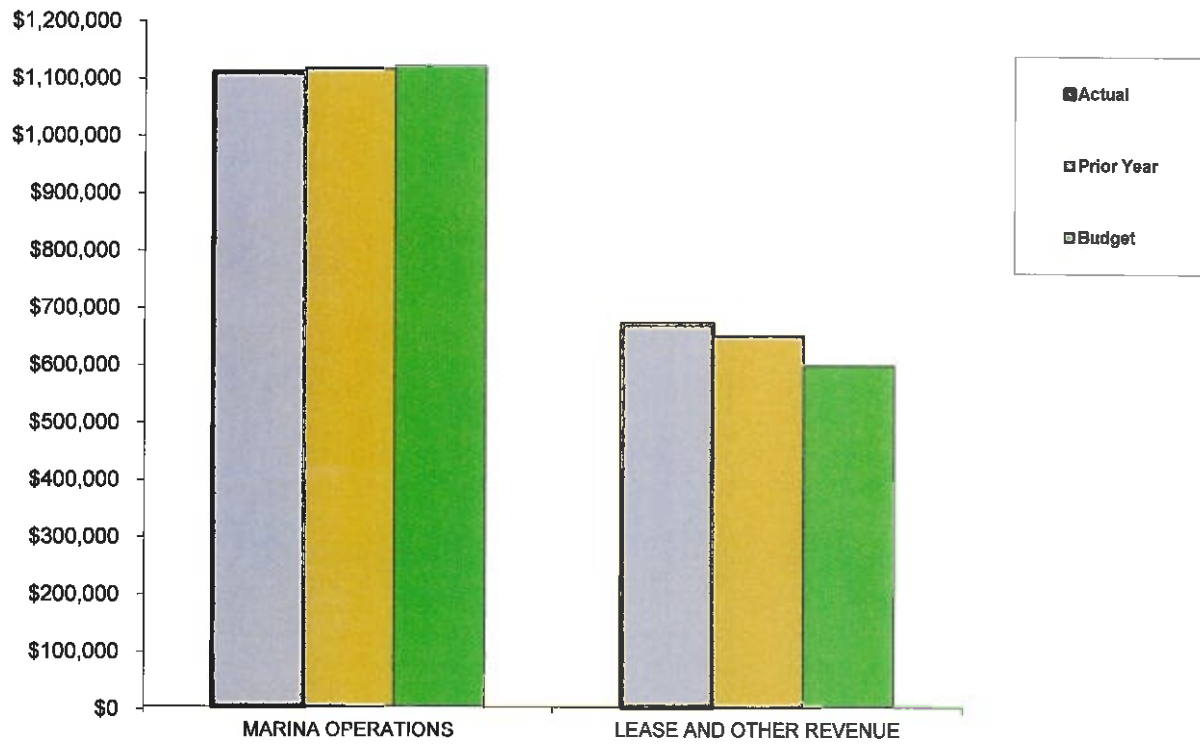
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	12/13/2018	18513	Valero Marketing and Supply Company	-70.27
Bill Pmt -Check	12/13/2018	18514	VALIC	-2,996.17
Bill Pmt -Check	12/13/2018	18515	Verizon Wireless	-141.77
Bill Pmt -Check	12/13/2018	18516	Vision Sevice Plan	-102.78
Bill Pmt -Check	12/13/2018	18517	WASH	-202.08
Bill Pmt -Check	12/13/2018	18518	Rabobank	-251.09
Bill Pmt -Check	12/13/2018	18519	Rabobank	-479.60
Bill Pmt -Check	12/14/2018	18520	Big Creek Lumber	-1,027.95
Bill Pmt -Check	12/14/2018	18521	Byte Technology	-120.00
Bill Pmt -Check	12/14/2018	18522	Carmel Marina Corporation	-4,701.32
Bill Pmt -Check	12/14/2018	18523	Castroville "ACE" Hardware	-62.95
Bill Pmt -Check	12/14/2018	18524	Henderson Marine Supply	-2,118.93
Bill Pmt -Check	12/14/2018	18525	Ian Deville	-514.65
Bill Pmt -Check	12/14/2018	18526	Joseph Andaya	-25.00
Bill Pmt -Check	12/14/2018	18527	Monterey One Water	-5,126.55
Bill Pmt -Check	12/14/2018	18528	Monterey Signs	-846.05
Bill Pmt -Check	12/14/2018	18529	Sunrise Express	-48.75
Bill Pmt -Check	12/14/2018	18530	Monterey One Water	-88.50
Check	12/19/2018	atm	Allied Administrators for Delta Dental	-402.14
Bill Pmt -Check	12/28/2018	18531	AT&T	-519.37
Bill Pmt -Check	12/28/2018	18532	Blue Shield of California	-46.72
Bill Pmt -Check	12/28/2018	18533	Byte Technology	-45.00
Bill Pmt -Check	12/28/2018	18534	CalPERS	-5,074.47
Bill Pmt -Check	12/28/2018	18535	Corralitos Electric	-1,459.56
Bill Pmt -Check	12/28/2018	18536	Home Depot	-949.30
Bill Pmt -Check	12/28/2018	18537	Jarvis, Fay, Doport & Gibson, LLP	-2,070.00
Bill Pmt -Check	12/28/2018	18538	Lockton Insurance Brokers, LLC	-977.00
Bill Pmt -Check	12/28/2018	18539	MBS Business Systems	-156.18
Bill Pmt -Check	12/28/2018	18540	Office Team	-1,047.20
Bill Pmt -Check	12/28/2018	18541	Sea Engineering, Inc.	-462.50
Bill Pmt -Check	12/28/2018	18542	Vision Sevice Plan	-38.37
Bill Pmt -Check	12/28/2018	18543	Wald, Ruhnke & Dost Architects, LP	-2,995.74
Bill Pmt -Check	12/28/2018	18544	Wendy L. Cumming, CPA	-2,755.00
Bill Pmt -Check	12/28/2018	18545	AT&T	-278.19
Check	12/31/2018			-332.85
Total 1009 - Union - Operating				-714,836.05
TOTAL				-714,836.05

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



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

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





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James R. Goulart

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

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM NUMBER 7 – PROJECT STATUS BOARD MEETING OF JANUARY 23, 2019

1. Dredge Project: Our dredging permit was on the CCC agenda December 12th 2018 and staff expected to receive approval of our permit. However, a last-minute letter from the Surf Riders Foundation caused a delay of approval by the CCC resulting in continuing the hearing to the February 6th-8th 2019 CCC meeting. Staff and our consultant believe the concerns outlined in the letter had already been addressed and that they should be a non issue. Staff and our consultant have been working closely with CCC staff and we expect to receive permit approval at that meeting. After approval from the CCC we will await issuance of the permit by the Army Corps of Engineers. Once we have the permit in hand staff and our consultant will begin to produce and publish bid documents, award a dredge contract and schedule our dredge event beginning as quickly as possible.

2. North Harbor Building Project: The project has experienced noticeable progress over the last few months and will continue to do so weather permitting. Much of the buildings framing and structural steel has already been completed. Moving forward, work such as the remaining framing, roofing, windows, doors, electrical/gas connections will be taking place. Staff expects completion of the building in April of 2019.

3. North Harbor Inn Project: Because the building plan shows the Inn on 2 separate District owned parcels, the County has requested that the District either submit a General Development Plan or complete a lot line adjustment. District staff and our architect began reviewing the 2 options including the possibility of slightly moving the inn to an area where it would be completely located on a single District owned parcel which would alleviate having to complete a costly lot line adjustment. The County recently advised that it will require a GDP regardless of whether a lot line adjustment is required. Staff is seeking cost estimates and details on what is involved in producing a GDP from the architect.

4. Fisherman's Dorm Project: Suspended.

5. North Harbor Emergency Bank Stabilization: Sometime during the last few storms the bank in our North Harbor between the old launch ramp and the Elkhorn Yacht Club suddenly began eroding and sections of the bank fell into the water. Staff believes it is possible that some of the affected bank may be owned by the Elkhorn Yacht Club and is working to identify the responsible property owners of any emergency and permanent repairs needed. Because the erosion is threatening the District's North Harbor parking lot staff has directed our marine engineer to submit an emergency permit application to the Coastal Commission. In an attempt to mitigate any further damage to the area while we process the permit application staff has already had our Contractor Dilbeck & Sons place 70 tons of rip-rap in the area. Staff will provide updates as we acquire more information.



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Linda G. McIntyre, Esq.

Assistant General manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 8 – COMMUNITY RELATIONS, REQUESTS, ISSUES BOARD MEETING OF JANUARY 23, 2019

1. FEMA had disallowed some of our dredging expenses from the 2011 Tsunami. Staff appealed their decision. It was denied. Staff appealed again, this time providing statements from our dredge contractors and it was approved in the full amount requested of \$198,559.00, less our 25% obligatory contribution. We were recently informed that a check in the amount of \$148,919 will be issued with no further action required on our part.
2. I contacted our bank regarding notices receive advising us of very small discrepancies in our daily deposits. We are charged \$5 per notice and the discrepancies are usually a dollar or less. The Vice President of U.S. Corporate Banking responded to my request to waive those fees by stating that we have more than enough earnings credits to offset the fees being generated by our accounts. All told we pay bank fees in the amount of approximately \$7000 annually.
3. The District recently demolished the vessel of an unauthorized liveaboard against whom we had to file an unlawful detainer lawsuit to evict.
4. Recent storms combined with other possible factors resulted in the cave-in of the bank at North Harbor between the Yacht Club and the old launch ramp. Our records indicate a portion of the bank is owned by the Yacht Club but in an effort to mitigate further very costly damage staff consulted with our Marine Engineer, obtained the appropriate rock size for rip rap, purchased and had the rip rap installed, all for under \$10,000. Further costs will be incurred for a permanent repair including expenses of our Marine Engineer for obtaining an emergency permit from the Coastal Commission, a permit for required permanent repair, as well as the actual cost of such permanent repair.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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GENERAL MANAGER
 HARBORMASTER
 Linda G. McIntyre, Esq.

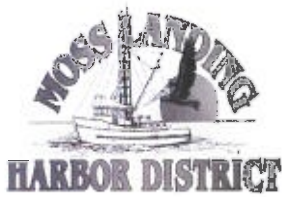
ASSISTANT GENERAL MANAGER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 9 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF JANUAURY 23, 2019

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

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**ITEM NUMBER 10 – MEETING ANNOUNCEMENTS
 BOARD MEETING OF JANUARY 23, 2019**

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

DATE	TIME	TOPICS
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January 24th	6PM-8PM	Additional Community Meeting
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For more information regarding the Moss Landing Community Plan Update, please visit the website <http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma/planning/ordinances-plans-under-development/moss-landing-community-plan>

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

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

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



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**ITEM NUMBER 11 - LIVEBOARD REPORT
 BOARD MEETING OF JANUARY 23, 2019**

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 are no (0) revocation actions 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. Michael, McVay	<i>Gaviota</i> , CF 4863 FP
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. Mary Sibert	<i>Ghost Ryder</i> ON 1048498
18. Felicano, J.	<i>Takara</i> , CF 3767 AS
19. Graham, D.	<i>Shelter Dog</i> , ON 593068
20. Harrington,H.	<i>Isle of View</i> , ON 997142
21. Ho, R.	<i>Carolynn Ann</i> CF 5796 FG
22. Heatley, J.	<i>Darla Jean</i> , CF 2303 UN
23. Jerred, D.	<i>Westwind</i> , CF8564 GM
24. Groom D	<i>Phoenix</i> , CF 5084 GJ
25. Jones, H.	<i>Laetare</i> , CF 5495 YB
26. Jones, T.	<i>Sanity</i> , CF 5249 SC
27. Johnson, J. /LaFever M.	<i>Aztlan</i> , ON 281903
28. Kampas,B.	<i>Tee-Time</i> CF 5670 UY

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

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

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

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



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EXECUTIVE
 GENERAL MANAGER

HARBORMASTER
 Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 12 - SLIP INCOME REPORT
 BOARD MEETING OF JANUAURY 23, 2019

Slip Rates 2018/2019 per linear foot:

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

INCOME

December 2018

\$159,905

December 2017

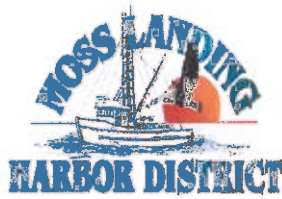
\$156,710

December 2018 Budget

\$163,361

For the month, slip income is below budget by \$3,456, due primarily to lower than anticipated assigned berthing revenue, offset by higher than anticipated temporary berthing income. Slip income is higher than prior year by \$3,194, due to higher assigned berthing revenue.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Assistant General Manager
Tommy Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM 13 - INCIDENT REPORT BOARD MEETING OF JANUARY 23, 2019

12/13/18 A Harbor Tenant reported fishing poles missing from his vessel. Staff asked the tenant to file a report with MCSO.

12/16/18 Night staff noticed an unknown male attempting to sneak on to the Maintenance dock where a vessel was tied up. Staff approached the man and notified him that he was not authorized to be on District docks or the vessel. The man was intoxicated and became aggressive with staff; MCSO was contacted as the man continued down the dock and entered the vessel. When deputies arrived they entered the vessel and removed the man taking him into custody.

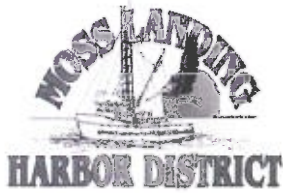
12/23/18 A tenant attempted to take his vessel out of the slip but had problems, his vessel made contact with 4 or 5 other vessels causing some minor damage before staff was able to assist him in getting the vessel back into its berthing space. Staff notified all vessel owners affected and provided the contact information of the responsible party. A similar incident with the same tenant occurred on 1/14/18 so a warning letter will be sent.

1/5/19 A transient woman was noticed near the boater's restrooms throwing her belongings around the parking lot and causing a disturbance. Staff contacted MCSO, deputies and paramedics responded and spoke to the woman but to staffs surprise did not take her into custody. After deputies left the woman stayed in the area for the next 2 days but did not cause any additional problems, she has since left the area.

1/6/19 Staff received a report of an intoxicated man who attempted to jump from the parking lot bank onto A dock during a low tide but who ended up in the water. Staff responded to the area and found the man out of the water but soaked. Staff discovered that the man was actually a harbor tenant who had forgotten his key to the gate before attempting to make the jump. Staff escorted the man back to his vessel and asked him to contact the Harbor office for assistance in the future.

1/8/19 Harbor staff took possession of a derelict vessel that had been ordered out of Moss Landing Harbor but failed to leave. Staff had the vessel surveyed and found that it had a salvage-only value of \$500. The vessel was removed from the water and demolished.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



EXECUTIVE
GENERAL MANAGER

HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 22 – REVISED SEASIDE TAX SHARING AGREEMENT BOARD MEETING OF JANUARY 23, 2019

The City of Seaside Redevelopment Agency owned property next to the Bayonet and Blackhorse Golf Courses. Redevelopment agencies were dissolved by law a few years ago, and generally were required to dispose of their real property assets. The proceeds from the sale of former Redevelopment Agency property are required to be shared by all affected taxing entities.

The City of Seaside former Redevelopment Agency is selling the referenced property and in 2016 asked MLHD to agree to our share of the proceeds (\$8.00) and sign a Master Taxing Entity Agreement, which the Board approved. Subsequently they negotiated a sale that would increase our share to \$1000.00 and have asked that we execute a Revised Master Taxing Entity Agreement, attached.

District Counsel has reviewed the request and the agreement and found them to be in compliance with standards for transactions of this type under the law.

Staff recommends the Board authorize the General Manager to execute the Revised Master Taxing Entity Agreement.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

REVISED MASTER TAXING ENTITY AGREEMENT

This **REVISED MASTER TAXING ENTITY AGREEMENT** (this “Agreement”, which is a so-called “compensation agreement under Health and Safety Code Section 34180(f)), is dated as of _____, 2018, and is entered into by and among the City of Seaside (“City”) and the following public agencies (the City and the public agencies are each a “Taxing Entity” or “Party”, and collectively the “Taxing Entities” or “Parties”):

County General Fund
County Library
Monterey County Water Resources Agency
Monterey County Water Resources Agency, Zone 11
Monterey Peninsula Water Management Agency
Monterey Peninsula Regional Parks
North Salinas Valley Mosquito Abatement District
Moss Landing Harbor District
Seaside County Sanitation District
Monterey County Office of Education
Monterey Peninsula Unified School District
Monterey Peninsula Community College
ERAF

RECITALS:

A. The Redevelopment Agency of the City of Seaside (the “Former Agency”) entered into a Disposition and Development Agreement with Seaside Resort Development, LLC (“Developer”), dated as of July 7, 2005, with respect to an approximately 80-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside (“City”), and then amended it by a First Amendment dated March 15, 2007, and a letter dated April 15, 2009 (“SRD DDA”).

B. Pursuant to the SRD DDA, the Developer acquired 30 “early start lots” from the Former Agency. The property subject to the SRD DDA, less such 30 lots sold to the Developer, is approximately 70 acres and is hereinafter referred to as the “Site”.

C. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (“*Matosantos*”), the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Redevelopment Agency of the City of Seaside (“Successor Agency”) was established, and an oversight board to the Successor Agency was established, which was subsequently replaced by a countywide oversight board (each, an “Oversight Board”). Pursuant to California Health and Safety Code (“HSC”) Section 34175(b) and the California Supreme Court’s decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the Site.

D. The Successor Agency and the Developer then entered into an Amended and Restated Disposition and Development Agreement, dated February 5, 2014, with respect to the

Site (“DDA”) which was approved by the California Department of Finance (“DOF”), and which gave the Developer certain credit against the purchase price for acquisition of the various portions or phases of the Site and extended deadlines for completion of the hotel and residential project described therein (“Project”).

E. Pursuant to HSC Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addresses the disposition and use of the properties of the Former Agency, including the Site. By letter dated May 29, 2015, the DOF approved the LRPMP, as revised (“LRPMP”). Accordingly, the properties identified in the LRPMP, including the Site, were transferred to the Community Redevelopment Property Trust Fund (the “Trust Fund”) of the Successor Agency.

F. Pursuant to HSC Section 34191.3, the LRPMP shall govern and shall supersede all other provisions of the Dissolution Act (AB X1 26, as modified and amended) relating to the disposition of the real property assets of the Former Agency.

G. Although the Site is encumbered by the DDA, which is an enforceable obligation of the Former Agency, the LRPMP provides for the transfer of the Site by the Successor Agency from the Trust Fund to the City for future development of the Project, subject to the City entering into a compensation agreement with each of the Taxing Entities to compensate them for the Site in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to HSC Section 34188. The Site was moved from the enforceable obligation category to the future development category in the revised LRPMP to address the DOF’s direction (given in connection with the DOF’s approval of the DDA) to consider options to expeditiously wind down the affairs of the Former Agency, including assigning administration of the DDA to the City and transferring the Site to the City.

H. The Successor Agency intends to assign its rights and obligations in and under the DDA to the City and convey the Site to the City and enter into an agreement with the City for the City to administer the DDA subject to the effectiveness of a resolution of the Oversight Board approving the foregoing, and the City Council intends to accept the conveyance of the Site and the assignment by the Successor Agency. In connection therewith, the City Council adopted its Resolution No. 17-91 on December 7, 2017, authorizing the City to enter into a compensation agreement with the Taxing Entities with respect to the Site substantially in the form attached to Resolution No. 17-91 (“Original Master Taxing Entity Agreement”).

I. The Original Master Taxing Entity Agreement provides that the Taxing Entities consent to the Successor Agency conveying the Site to the City and assigning its rights and obligations in and under the DDA to the City and, following such assignment, the City entering into an amended and restated DDA with a new developer provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Site under the DDA or materially extend the deadlines in the DDA for sales of phases of the Site.

J. [On November 15, 2018], the City Council adopted Resolution No. ____, approving an amendment to the amended and restated DDA whereby the closing date for the sale of the hotel/resort land will be extended by six months to [May 19, 2019], which extension arguably would materially extend the deadlines in the DDA for the sale of the phases of the Site,

thereby negating the consent of any Taxing Entity which has previously executed the Original Master Taxing Entity Agreement.

K. As of the date of adoption of Resolution No. ____, a number of Taxing Entities have executed the Original Master Taxing Entity Agreement but the Original Master Taxing Agreement is not effective; the effective date of the Original Master Taxing Entity is when all of the parties have executed the Original Master Taxing Entity Agreement, the Successor Agency has conveyed the Site to the City, and the Successor Agency and the City have entered into the Assignment Agreement.

L. On account of the extension described in Paragraph J hereof, the Parties are entering into this Revised Master Taxing Entity Agreement, which supersedes the Original Master Taxing Entity Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COMPENSATION, BOTH MONETARY AND NONMONETARY, AND THE COVENANTS PROVIDED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are a substantive part of this Agreement.

Section 2. Original Master Taxing Entity Agreement Superseded. This Agreement supersedes the Original Master Taxing Entity Agreement by and among the City and the Taxing Entities.

Section 3. Consideration. In consideration for entering into this Agreement, the Taxing Entities agree that the City will pay a non-refundable amount to each Taxing Entity upon that Taxing Entity's execution of this Agreement in accordance with the payment amounts set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Compensation. The Taxing Entities agree that the City will pay compensation to the Taxing Entities for the Site as follows:

(i) The total compensation will be equal to the sales proceeds received by the City from the Developer for the periodic sales of portions or "phases" of the Site in accordance with the terms of the DDA, less the costs of sale to be borne by the City under the terms of the DDA;

(ii) The total compensation will be paid in installments which correspond (both in the amount and the timing of the payment) with the Developer's acquisition of the Site in phases, as provided for in the DDA;

(iii) The City will remit the sales proceeds received by the City in connection with each closing within ten (10) business days of the City's receipt thereof to the Monterey County Auditor-Controller for remittance by the Auditor-Controller to the Taxing Entities in proportion to their shares of the base property tax as determined pursuant to HSC Section 34188 at the time of the payment; provided that if the Monterey County Auditor-Controller notifies the City to remit payments directly to the Taxing Entities, the City will make payments to the Taxing

Entities in proportion to their shares of the base property tax as determined by the Auditor-Controller pursuant to HSC Section 34188 at the time of the payment by check delivered to their addresses listed on their respective signature pages hereof within ten (10) business days of the City's receipt of sale proceeds. The Taxing Entities and their existing percentage shares of the based property tax are listed in Exhibit A, attached hereto and incorporated herein; and

(iv) The legal description of the Site, purchase prices and credits are described in the DDA and the Schedule of Performance is consistent with Section 5 below and the amendment described in Recital J above. The Taxing Entities acknowledge receipt of a copy of the DDA and such amendment.

(v) Pursuant to the amendment to the DDA described in Recital J above, the City must receive a conditional extension fee payment of \$1,400,000 and an additional payment of \$104,039 from the new developer within ten (10) days after the amendment is executed. The amendment provides that if the conditions to effectiveness of the DDA are satisfied, but the closing of the sale of Hotel Component Phases does not occur by May 15, 2019, then the \$1,400,000 fee will be retained by the City (unless the failure to close results from a City default). The City will then distribute the \$1,400,000 extension fee among the Taxing Entities (in proportion to their rights to receive sale proceeds under Section 4(iii) above). The amendment also provides that the \$104,039 payment will be distributed among the Taxing Entities, but each Taxing Entity will not receive its share unless and until it duly approves, executes and returns this Master Taxing Agreement; however, once paid to a Taxing Entity for such executed Master Taxing Agreement, such payment of its share of the \$104,039 need not be returned.

Section 5. Consent to Transfer of the Site, Assignment of DDA, and Amendment of DDA. The Taxing Entities hereby irrevocably consent to (i) the Successor Agency transferring the Site to the City in accordance with the approved LRPMP; (ii) the Successor Agency assigning its rights and obligations in and under the DDA to the City in accordance with the approved LRPMP; and (iii) following such assignment, the City entering into an amended and restated DDA with a new developer (which supersedes the existing DDA and includes the City's consent to an assignment by the Developer of the DDA to the new developer); provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Property under the DDA or extend the deadlines in the DDA for sales of Hotel Component Phases beyond [May 15, 2019.]

Section 6. Effective Date. The effective date of this Agreement will be the date that all of the following have occurred: (i) the Parties have executed this Agreement, (ii) the Successor Agency has conveyed the Site to the City, and (iii) the Successor Agency and the City have entered into an agreement in which the Successor Agency assigns its rights and obligations in and under the DDA to the City.

Section 7. Authorization. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party. In addition:

(a) The County of Monterey (the "County") warrants that in addition to entering into this Agreement by and on behalf of the County, the County has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the County General Fund (Fund No. 19000) and the County Library (Fund No. 19500);

(b) The Monterey County Office of Education (the "MCOE") warrants that in addition to entering into this Agreement by and on behalf of the MCOE, the MCOE has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the ERAF (Fund No. 01700); and

(c) The Monterey County Water Resources Agency (the "MCWRA") warrants that in addition to entering into this Agreement by and on behalf of the MCWRA, the MCWRA has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the Monterey County Water Resources Agency, Zone 11 (Fund No. 3800).

Section 8. No Personal Liability. No official, agent, or employee of any Party shall be individually or personally liable for any amount which may become due under this Agreement or on any obligations under the terms of this Agreement.

Section 9. Assignment. This Agreement shall not be assignable by any Party without the prior written consent of the other Parties.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

Section 11. Further Assurances. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 12. Notices. All notices and other communications shall be given or made in writing by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight messenger service. Notices shall be considered given upon (i) one business day following timely deposit with a nationally recognized overnight courier service, charges prepaid, or (ii) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as specified on the signature pages of this Agreement; provided that if a Party gives notice of a change of name or address, notices to such Party shall thereafter be given as specified in that notice.

Section 13. Severability. If one or more of the covenants or agreements provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any

amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

Section 15. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 16. Governing Law. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 17. Amendments. This Agreement may be amended from time to time by written instrument executed by all of the Parties, provided that if an amendment only affects a particular Taxing Entity or Taxing Entities, this Agreement may be amended by written instrument executed by the City and the particular Taxing Entity or Taxing Entities affected by the amendment.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

City of Seaside

By: _____

Print Name: _____

Title: _____

Attest by: _____
City Clerk

Approved as to form:

Address for Notices:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93995
Attn: City Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the County of Monterey, the County General Fund and the County General Library.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Water Resources Agency and Monterey County Water Resources Agency, Zone 11.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Water Management Agency

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Regional Parks

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

North Salinas Valley Mosquito Abatement District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Moss Landing Harbor District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Seaside County Sanitation District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Office of Education and ERAF.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Unified School District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Community College

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

EXHIBIT "A"

Taxing Entities and Their Existing Percentage Shares

Code	Name	Percentage of Revenues
19000	County General Fund	0.135471
19500	County Library	0.015822
21000	City of Seaside	0.209487
37000	Monterey County Water Resources Agency	0.000883
38000	Monterey County Water Resources Agency, Zone 11	0.000137
43500	Monterey Peninsula Water Management Agency	0.004986
44600	Monterey Peninsula Regional Parks	0.009004
47300	North Salinas Valley Mosquito Abatement District	0.004746
47400	Moss Landing Harbor District	0.000001
48000	Seaside County Sanitation District	0.014717
25300	Monterey County Office of Education	0.031497*
27400	Monterey Peninsula Unified School District	0.517375*
27800	Monterey Peninsula Community College	0.055873*
01700	ERAF	0.000000*
		<u>1.000000</u>

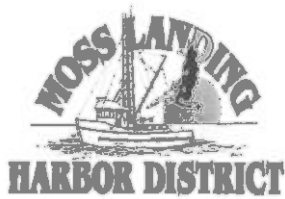
*For the purpose of distributing the proceeds of property sales to the Taxing Entities, the ERAF percentage share is allocated among the Monterey County Office of Education, the Monterey Peninsula Unified School District, and the Monterey Peninsula Community College.

EXHIBIT "B"

TAXING ENTITIES AND THEIR CONSIDERATION

(ALLOCATION OF \$104,039)

<u>TAXING ENTITY</u>	<u>AMOUNT</u>
MPUSD	\$ 51,737
City of Seaside	\$ 20,948
County General Fund	\$ 13,547
MPC	\$ 5,587
County Office of Education	\$ 3,139
County Library	\$ 1,582
Seaside County Sanitation District	\$ 1,471
Monterey Pen. Regional Parks	\$ 1,000
Monterey Pen. Water Mgmt. Agency	\$ 1,000
N. Salinas Mosquito Abatement Dist.	\$ 1,000
Monterey County Water Resource Agency	\$ 1,000
Monterey County Water Resource Agency (z11)	\$ 1,000
Moss Landing Harbor District	<u>\$ 1,000</u>
TOTAL	\$104,039



BOARD OF COMMISSIONERS
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James R. Goulart

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MOSS LANDING, CA 95039

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**EXECUTIVE
GENERAL MANAGER**

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

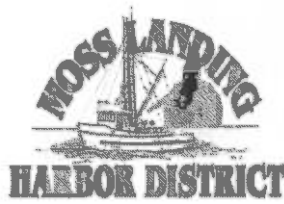
STAFF REPORT

**ITEM NUMBER 23 – CONSIDER LEASING TWO SUITES IN THE SANTA CRUZ
CANNERY BUILDING
BOARD MEETING OF JANUARY 23, 2019**

The District received a proposal from a business interested in leasing the only two vacant suites left in the Sana Cruz Cannery Building consisting of approximately 975 sf.

Staff recommends the Board authorize the General Manager to execute a Lease for the two inside, upstairs suites of the Cannery Building subject to review and approval of District Counsel, or continue the matter pending receipt of additional information..

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



BOARD OF COMMISSIONERS
Russ Jeffries
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**EXECUTIVE
GENERAL MANAGER**

HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 24 – CONSIDER AUTHORIZING EXECUTION OF AMENDMENT 10 TO FUNDING AGREEMENT WITH THE COUNTY RE MLCP EIR BOARD MEETING OF JANUARY 23, 2019

The District received an email from the Monterey County Resource Management Agency stating that the EIR for the Moss Landing Community Plan EIR needs additional funding.

All participants, of which the Harbor District is one, have been requested to agree to the County paying an additional \$70,278.00 toward the cost of the EIR. There would be no additional financial impact to the District by this amendment. All parties will be provided copies of the signatures in a formal amendment to the agreement reflecting this additional funding for their records.

Because the Plan and the EIR will be useful to the Harbor District, and because there is no additional financial impact to the District, staff recommends that the Board authorize the Board President and Deputy Secretary to execute the amendment.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

**AMENDMENT NO. 10
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 10 to Funding Agreement No. A-11927 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "Project"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. A-11927 with County on February 9, 2011 (hereinafter, "Agreement") to provide funding for an EIR for the Project through May 31, 2011 for an amount not to exceed \$334,466.50; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 4, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount, and make a change in name only replacing Hamlin Properties, LLC with Haute Properties, LLC; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit 1A, Amendment No. 6 to the Professional Services Agreement between EMC Planning Group, Inc. and the County of Monterey for the Moss Landing Community Plan Update Environmental Impact Report) to increase the amount of the Contractor's Base Budget by \$69,448.00 (County funded amount) which resulted in a total Maximum Budget Under Agreement not to exceed amount of \$473,588.00 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 11, 2017 (hereinafter, "Amendment No.8", including Exhibit 1B, Amendment No. 8 to the Professional Services Agreement between EMC Planning Group, Inc. and the County of Monterey for the Moss Landing Community Plan Update Environmental Impact Report) to extend the term for four (4) additional months through September 30, 2018 and to increase the amount of the Contractor's Base Budget by \$91,500.00 (County funded amount) which resulted in a total Maximum Budget Under Agreement not to exceed amount of \$565,088.00; and

WHEREAS, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

WHEREAS, the EIR has not been completed for the Project; and

WHEREAS, additional funding is necessary to allow Contractor to provide additional tasks related to updates to the water supply and traffic analysis studies to complete the EIR for the Project; and

WHEREAS, the additional tasks will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$70,278.00 for a total amount not to exceed \$635,366.00 with no extension to the term to allow County funding for costs incurred by Contractor to complete tasks identified in the Agreement and as amended by this Amendment No. 10.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph B of "Recitals", to read as follows:

Due to the magnitude and complexity of THE PROJECT, the Parties, in conjunction with the Resource Management Agency (RMA) – Public Works, Parks and Facilities, have agreed that it is necessary and desirable that COUNTY engage EMC Planning Group, Inc., hereinafter, "CONTRACTOR", to prepare an Environmental Impact Report, hereinafter, "EIR", attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibits "1", "1A", "1B" and "1C", and incorporated herein by reference as if fully set forth. COUNTY shall manage THE PROJECT work performed by CONTRACTOR.

2. Amend Paragraph C of "Recitals", to read as follows:

The Parties hereby agree that COUNTY shall engage CONTRACTOR to provide the services set forth in Exhibits "1", "1A", "1B" and "1C" of this AGREEMENT.

3. Amend Paragraph I of "Recitals", to read as follows:

The Parties acknowledge that the County of Monterey, RMA – Land Use and Community Development will fund the CONTRACTOR's Base budget as set forth in Exhibits "1A", "1B" and "1C" of this AGREEMENT.

4. Amend Paragraph 1, "**Maximum Budget for THE PROJECT**", to read as follows:

Maximum Budget for THE PROJECT. The maximum amount assessed for THE PROJECT is increased in the amount of \$70,278.00, for a total amount not to exceed \$635,366.00:

CONTRACTOR's Base Budget:	\$254,986.00
COUNTY Deposit (based on time and materials):	\$ 53,140.00
COUNTY Deposit: (based on percentage of CONTRACTOR's Base Budget and Project Contingency):	<u>\$ 51,000.00</u>
SUBTOTAL OF COUNTY DEPOSIT:	\$104,140.00
Project Contingency:	\$ 45,014.00
CONTRACTOR's Base Budget (based on Amendment No. 6):	\$ 69,448.00
CONTRACTOR's Base Budget (based on Amendment No. 8):	\$ 91,500.00
CONTRACTOR's Base Budget (based on Amendment No. 10):	\$ 70,278.00
<u>Maximum Budget Under AGREEMENT:</u>	<u>\$635,366.00</u>

5. Amend the first sentence of the first paragraph of Paragraph 3, "**CONTRACTOR – CONTRACTOR'S Base Budget**", to read as follows:

COUNTY shall engage CONTRACTOR in accordance with the Professional Services Agreement between COUNTY and CONTRACTOR, attached hereto and incorporated by this reference as Exhibits "1", "1A", "1B" and "1C".

6. Amend the second sentence of the second paragraph of Paragraph 3, "**CONTRACTOR – CONTRACTOR'S Base Budget**", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2020, any unearned balance of the \$242,236.70 deposited by the PROJECT APPLICANTS to fund the base Professional Services Agreement of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty (60) days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

7. Amend the third paragraph of Paragraph, 3, "**CONTRACTOR – CONTRACTOR'S Base Budget**", to read as follows:

CONTRACTOR's Base Budget:	\$486,212.00
PROJECT APPLICANTS' Portion of Base Budget:	\$242,236.70

8. Amend the "TO COUNTY" section of Paragraph 23, "Notices", to read as follows:

Carl P. Holm, AICP
RMA Director
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

9. All other terms and conditions of the Agreement, including all Exhibits hereto, remain unchanged and in full force.
10. This Amendment No. 10 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 10 are incorporated into the Agreement and this Amendment No. 10.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Carl P. Holm, AICP
RMA Director

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: _____
Brian P. Briggs
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

PROJECT APPLICANTS*

Elkhorn Slough Foundation

By: _____
(Signature)

Its: _____
Anne Olsen, President
(Print Name and Title)

Date: _____

By: _____
(Signature)

Its: _____
Judith Connor, Vice President
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. IF PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. IF PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*
Haute Properties, LLC

By: _____
(Signature)

Its: Kim Solano, Owner, Managing Member
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. IF PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. IF PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: _____
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: _____

By: _____
(Signature)

Its: Basilio Martinez, CFO
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By: _____
(Signature)

Its: Nader Agha, Managing Partner / Member
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*
Moss Landing Harbor District

By: _____
(Signature)

Its: Russ Jeffries, Board President
(Print Name and Title)

Date: _____

By: _____
(Signature)

Its: Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*
Quin Delta, LLC

By: _____
(Signature)

Its: John Gregg, Manager
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*

San Jose State University Research Foundation

By: _____
(Signature)

Its: Pamela C. Stacks, Vice President, SJSURF
(Print Name and Title)

Date: _____

By: _____
(Signature)

Its: Pamela C. Stacks, Interim COO
and Secretary of the Board, SJSURF
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*

Keith Family Investments, LLC and/or assignee

By: _____
(Signature)

Its: Chris Keith, Managing Partner
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

PROJECT APPLICANT*

Phil DiGirolamo

By: _____
(Signature)

Its: Phil DiGirolamo, Owner
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT 1C

**AMENDMENT NO. 10 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

**AMENDMENT NO. 10
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 10 to Professional Services Agreement No. A-11914 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-11914 with County on February 9, 2011 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 5, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$69,448 which resulted in a total not to exceed amount of \$369,448 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 11, 2017 (hereinafter, "Amendment No. 8", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for four (4) additional months through September 30, 2018 and to increase the amount by \$91,500 which resulted in a total not to exceed amount of \$460,948; and

WHEREAS, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

WHEREAS, the EIR has not been completed for the Project; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional tasks related to updates to the water supply and traffic analysis studies to complete the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$70,278 for a total amount not to exceed \$531,226 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 10.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, "**Services to be Provided**", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2 and A-3 in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "**Payments by County**", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2 and A-3, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$531,226.

3. Amend Paragraph 4, "**Additional Provisions/Exhibits**", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 10 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 10 are incorporated into the Agreement and this Amendment No. 10.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:

Carl P. Holm, AICP
RMA Director

EMC Planning Group, Inc.
Contractor's Business Name

Date:

By:

(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its:

(Print Name and Title)

By:

Brian P. Briggs
Deputy County Counsel

Date:

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date:

Its:

(Print Name and Title)

Approved as to Fiscal Provisions

Date:

By:

Auditor/Controller

Date:

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Name:

Title:

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

BACKGROUND

CONTRACTOR shall provide additional effort and costs associated with the preparation of the Moss Landing Community Plan (MLCP) Update (Project) Environmental Impact Report (EIR). Specific costs are additional tasks and technical report updates related to the need for a revised water supply study, updated traffic impact analysis, and revisions to the EIR to reflect possible changes to the Moss Landing Business Park (MLBP) description and an additional meeting at County offices to discuss the process to best address issues that may be determined significant and unavoidable, specifically water supply and traffic.

A detailed description of the methodology to be used to continue to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work to update the tasks associated with the Project, as set forth below:

Task 1 Administration/Management

1.6 Administration 2018 - 2020

In accordance with the terms on page 35 of this Agreement, CONTRACTOR requests an amendment to the Agreement due to the significant expansion of the original scope and term of the Agreement. CONTRACTOR requests an additional administrative budget in the amount of \$5,780 for additional administrative work through May 31, 2020 to complete the Project.

Please refer to the budget summary table by task and the Cost Proposal at the end of this scope.

1.7 Strategy Meeting

CONTRACTOR shall meet with County staff to discuss an approach to two (2) issues for which a determination of a significant and unavoidable impact may be made: water supply and traffic. This meeting is in addition to the meeting included in Amendment No. 8 to the Agreement, reserving that meeting for review of work products.

Groundwater supplies are over drafted and may not meet the demand anticipated for build-out of the MLCP. In a previous version of the MLCP, policy was written to address phasing of development within the constraints of the water supply. Although recycled water is used for agricultural irrigation to forestall sea water intrusion, and desalinated water facilities are proposed that could provide water to Moss Landing, the EIR's presentation on the timing for delivery of desalinated water should be discussed. Attendance by a Senior Engineer from CONTRACTOR's water sub-consultant, Todd

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Groundwater)

5.4.b Water Supply Study Update

CONTRACTOR's water sub-consultant, Todd Groundwater, prepared several versions of a water supply study. The most recent version was completed on December 5, 2015. The build-out capacity for the MLBP site may be increased since the last water supply was completed, and an update to the study is necessary. The Salinas Valley Groundwater Sustainability Plan, authorized by legislation signed less than three (3) months prior to completion of the last water supply study, is now underway and may provide additional data for the water supply study. Additionally, there is now more known about the desalination projects proposed to supplement the existing groundwater and recycled water supplies currently available in the Moss Landing-Castroville area. Because the industrial square footage may increase, Todd Groundwater's updated scope assumes the need to prepare the study in accordance with the requirements of California Water Code Section 10910 (Water Supply Assessments). Todd Groundwater's scope and cost is included in Attachment B. CONTRACTOR shall assist in finding and providing data for the water supply study and incorporate new information in the EIR. CONTRACTOR's water sub consultant's attendance at the Pajaro Sunny Mesa Board meeting for approval of the water supply assessment is included.

5.7 Sea Level Rise Study

The *Moss Landing Community Coastal Climate Change Vulnerability Report* (June 2017) has become available. CONTRACTOR shall review and incorporate information into the EIR.

Product Delivery and Schedule

CONTRACTOR shall prepare a revised schedule of tasks beginning with a second Administrative Draft EIR once Amendment No. 10 to the Agreement is approved and a date certain is known for completion of the updated MLCP and companion Coastal Implementation Plan. CONTRACTOR estimates a six (6) month completion from delivery of the updated MLCP and authorization to continue work through completion of the Administrative Final EIR. CONTRACTOR shall provide deliverables in electronic format to Shelley Glennon, Senior Planner, at glennons@co.monterey.ca.us unless otherwise noted.

The following table summarizes the budget of the tasks described above.

Amendment No. 10 Tasks	Sub-Consultant Budget	CONTRACTOR Budget
Task 1.6 – Administration 2018-2020		\$5,780
Task 1.7 -- Strategy Meeting	\$3,210	\$4,820
Task 3.4 – Changes to Project Description		\$2,535
Task 5.1 - Traffic Impact Analysis	\$25,000	\$960
Task 5.4 – Water Supply Study	\$23,240	\$780
Task 5.7 – Sea Level Rise Study		\$1,275
Direct Costs (including overhead)		\$105
Sub-Consultant Overhead		\$2,573
Sub-Total	\$51,450	\$18,828
Grand Total		\$70,278

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Tasks detailed above shall be provided as noted. Additional services shall not be provided until the additional services are presented to County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will receive County's authorization to proceed with the additional services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an additional amount not to exceed \$70,278 for a total amount not to exceed \$531,226 (Base budget amount of \$486,212 and Project Contingency Budget amount of \$45,014) for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit A-3, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the tasks listed above and in the following Cost Proposal.

CONTRACTOR proposes payment for completed milestones as follows:

Milestone 1: Water Supply Study	\$24,402
Milestone 2: Traffic Impact Analysis	\$26,250
Milestone 3: Strategy Meeting	<u>\$ 8,191</u>
TOTAL:	\$58,843

Milestone 4: Remaining Administrative Costs - \$5,885, Data Coordination and Related EIR Revisions - \$1,740, Project Description Changes - \$2,535, and Sea Level Rise Revisions to the EIR - \$1,275, for a total amount not to exceed \$11,435, will be clearly identified as listed herein on a fourth invoice and upon completion of the services.

Travel reimbursement is included in Administrative Overhead. There shall be no further travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update EIR - Cost Proposal for Amendment No. 10

Task	EMC Planning Group Inc.						Total Hours	Total Cost
Staff	Sr. Principal	Principal	Assistant Planner	Production	Administrative			
Billing Rate (Per Hour)	\$235.00	\$200.00	\$95.00	\$125.00	\$75.00			
Task 1.6 Administration 2018-2020	8	18	0	0	4	30	\$5,780.00	
Task 1.7 Strategy Meeting	12	10	0	0	0	22	\$4,820.00	
Task 3.4 Changes to the Project Description	0	10	3	2	0	15	\$2,535.00	
Task 5.1.b Traffic Impact Analysis Data Coord	0	1	8	0	0	9	\$960.00	
Task 5.4.b Water Supply Study Data Coordin	0	2	4	0	0	6	\$780.00	
Task 5.7 Incorporate New Sea Level Rise Stu	0	4	5	0	0	9	\$1,275.00	
Subtotal (Hours)	20	45	20	2	4	91		
Subtotal (Cost)	\$4,700.00	\$9,000.00	\$1,900.00	\$250.00	\$300.00		\$16,150.00	

Additional Costs	
Travel Costs	\$70.00
Miscellaneous	\$30.00
Administrative Overhead 5%	\$5.00
Total	\$105.00

Todd Groundwater - Report Update	\$21,040.00
Todd Groundwater - Strategy Meeting	\$1,810.00
Todd Groundwater - PSMWD Meeting	\$2,200.00
Fehr and Peers - Report Update	\$25,000.00
Fehr and Peers - Strategy Meeting	\$1,400.00
Subconsultant Overhead 5%	\$2,573.00
Total	\$54,023.00
Total Costs	\$70,278.00

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices for work products / deliverables / milestones under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____ Invoice No. _____

Original Agreement Term: May 4, 2010 to May 31, 2011
Original Agreement Amount: \$ 300,000.00 (\$254,986.00 Base Budget plus \$45,014.00 Project Contingency)

Amendment No. 1: Term Extension to May 31, 2012

Amendment No. 2: Term Extension to May 31, 2013

Amendment No. 3: Term Extension to May 31, 2014

Amendment No. 4: Term Extension to May 31, 2015

Amendment No. 5: Term Extension to May 31, 2017

Amendment No. 6: \$69,448.00 (\$69,448.00 Base Budget plus \$0 Project Contingency)

Amendment No. 7: Term Extension to May 31, 2018

Amendment No. 8: \$91,500.00 (\$91,500.00 Base Budget plus \$0 Project Contingency)
 Term Extension to September 30, 2018

Amendment No. 9: Term Extension to May 31, 2020

<i>This Invoice:</i>	Task 1: Administration/Management	
	1.6 Administration 2018 - 2020	
\$ 5,780.00	- CONTRACTOR	_____
	1.7 Strategy Meeting	
\$ 4,820.00	- CONTRACTOR	_____
\$ 1,400.00	- Traffic Sub-Consultant (Fehr & Peers)	_____
\$ 1,810.00	- Water Sub-Consultant (Todd Groundwater)	_____
	Task 3: Prepare Complete and Detailed Project Description	
	3.4 Changes to Project Description	
\$ 2,535.00	- CONTRACTOR	_____
	Task 5: Prepare Technical Studies	
	5.1.b Traffic Impact Analysis Update	
\$ 960.00	- CONTRACTOR	_____
\$ 25,000.00	- Traffic Sub-Consultant (Fehr & Peers)	_____

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

		5.4.b Water Supply Update	_____
\$	780.00	-CONTRACTOR	_____
\$	21,040.00	-Water Sub-Consultant (Todd Groundwater)	_____
\$	2,200.00	-PSMWD Meeting (Todd Groundwater)	_____
		5.7 Sea Level Rise Study	_____
\$	1,275.00	-CONTRACTOR	_____
		Additional Costs	_____
\$	105.00	-Administrative Overhead	_____
\$	2,573.00	-Sub-Consultant Overhead (5%)	_____
Total:	<u>\$ 70,278.00</u>		_____

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date: _____
Shelley Glennon, Senior Planner

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
 Resource Management Agency (RMA) -- Finance Division
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800 or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

FEHR & PEERS

August 16, 2018

Richard James
EMC Planning Group
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Subject: Additional Transportation Services for the Moss Landing Community Plan Environmental Impact Report (EIR), in Moss Landing, California SJ11-1242

Dear Richard:

Thank you for the opportunity to submit this proposal to provide additional transportation planning and engineering services not covered under our current contract to support the Moss Landing Community Plan EIR.

The Moss Landing Community Plan project has been on hold since 2016 and Monterey County would like to now finalize it and the associated Environmental Impact Report (EIR). This will require an update the Transportation Impact Analysis (TIA) prepared in 2015 to include new intersection counts and updated forecasts. In addition, it is our understanding that the land use assumptions for the Community Plan have been refined and requiring the project trip generation estimates to be revised. The project descriptions for the three near-term developments (Monterey Bay Aquarium Research Institute (MBARI), Moss Landing Marine Lab (MLML), and Gregg Drilling) have not changed and we will rely on the previously prepared trip estimates for these three developments.

The analysis will include the four intersections previously analyzed in the TIA:

1. Highway 1 / Doan Road
2. Highway 1 / Moss Landing (North)
3. Highway 1 / Moss Landing (South) – Potrero Road
4. Highway 1 / Merritt Road (Highway 183)

The intersections will be evaluated under the scenarios in the previous TIA:

Scenario 1: *Existing Conditions* – Existing traffic volumes obtained from April 2018 counts.



- Scenario 2a:** *Existing + MBARI conditions* – Existing volumes plus volumes generated by the MBARI development project.
- Scenario 2b:** *Existing + MLML conditions* – Existing volumes plus volumes generated by MLML development projects.
- Scenario 2c:** *Existing + Gregg conditions* – Existing volumes plus volumes generated by the Gregg Marine development project.
- Scenario 3:** *No Project Cumulative Analysis* – Year 2030 cumulative traffic volumes consisting of Existing volumes with through traffic adjusted by a growth factor, plus traffic from approved (but not constructed projects) within the Moss Landing Community Plan Area.
- Scenario 4:** *Community Plan Cumulative Analysis* – Year 2030 cumulative traffic volumes plus volumes generated by the full Community Plan build-out and the three individual development projects listed above (MBARI, MLML and Gregg).

Our scope of work to revise the Moss Landing Community Plan TIA is outlined below.

Scope of Work

Task 1 – Update Existing Conditions

We will update the analysis results for Existing Conditions (Scenario 1) with new intersection count data collected in April 2018. The intersection analysis will be conducted using Synchro analysis software incorporating analysis methods from the Highway Capacity Analysis HCM 6th Edition.

Task 2 – Develop Trip Generation Estimates for the Community Plan

We will update the trip generation estimates for the Community Plan area (not including MBARI, MLML, and Greggs Drilling) based on the new programming proposed by the Community Plan. Trip generation estimates will be developed using Institute of Transportation Engineers (ITE) rates or other engineering sources, as applicable.

Task 3 – Update Cumulative No Project Conditions

We will update the analysis for Cumulative No Project Conditions (Scenario 3) to the year 2030 by applying a growth rate. The growth rate will be determined using historical traffic counts and information from the Association of Monterey Bay Area Governments (AMBAG) travel demand model. We will confirm these growth rates with the County.

Richard James
August 16, 2018
Page 3 of 4



Task 4 – Update Plus Project Analysis scenarios

Based on the trip estimates from Task 2 and baseline scenarios developed in Task 1 and 3, we will conduct intersection level of service analysis for the four study intersections for Scenarios 2a, 2b, 2c, and 4.

Task 5 – Identify Impacts and Mitigation Measures

Significant impacts will be identified using appropriate criteria for each travel mode and circulation issue. Project impacts will be identified by comparing the results of the level of service calculations for Existing Conditions to the results for individual Project Conditions. Year 2030 (cumulative) impacts of the proposed Community Plan will be identified by comparing the results of the level of service calculations for Scenario 4 to Existing Conditions. County and Caltrans TIA guidelines will be used to identify impacts for their roadway facilities.

For significant impacts, feasible mitigation measures will be recommended to reduce impacts to a less than significant level where possible. Since there are proposed and planned improvements within the study area, an assessment will be made as to how well these improvements address either impacts or safety concerns. This assessment will be included in the study documentation.

Project impacts to the surrounding transit, bicycle, pedestrian facilities and parking will also be identified. Measures to mitigate project impacts on these facilities will be recommended including providing appropriate linkages to adjacent land uses, and improving facilities for all modes including bus turnouts, shelters, etc.

Task 6 – Update TIA Report

Based on the analysis results we will update TIA report. An administrative draft of the report will be submitted for review and comment. Fehr & Peers will address comments and make corrections to the document and prepare a draft report for review by County staff. Fehr & Peers will address County staff questions/comments and any corrections and prepare a final TIA for public review and circulation with the environmental document.

This proposal includes up to a total of 12 staff hours to respond to comments on the administrative draft and draft reports. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Richard James
August 16, 2018
Page 4 of 4



Task 7 – Respond to Comments

This proposal includes up to a total of 8 staff hours to respond to comments generated during the public review process of the environmental document. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Task 8 – Attend Meetings

Fehr & Peers will attend one public meeting (workshop or hearing). Attendance at additional public meetings or any project meetings will be conducted as an additional service.

Fee and Terms

The time-and-material budget to complete the tasks above is \$25,000, and includes all staff time, as well as direct expenses. This increases the total project budget to \$122,360. Additional services will be conducted with written authorization and billed on a time-and-materials basis. This agreement will be governed by the terms of our original contract dated February 8, 2011.

Should you have any questions, please feel free to call me at (408) 645-7014. Otherwise, please provide a contract amendment at your earliest convenience. We anticipate that we can complete the analysis outlined above within ten weeks after our receipt of a contract amendment or written notice to proceed. We appreciate the opportunity to continue to work with you on this project.

Sincerely,

FEHR & PEERS



Franziska Church, AICP

Senior Associate



January 6, 2019

MEMORANDUM

Transmitted via e-mail

To: Richard James, EMC Planning Group
From: Kate White, PE and Iris Priestaf, PhD, President
Re: Revised Proposal to Update the Water Supply Assessment for the Moss Landing Community Plan, Moss Landing, California

Todd Groundwater (previously called Todd Engineers) has prepared various versions of a Water Supply Assessment (WSA) or a Water Supply Evaluation (WSE) for the Moss Landing Community Plan (MLCP or Project) over the last seven years. The most recent is the December 4, 2015 Public Draft Update WSE. Since 2015, changes have occurred to the proposed MLCP, including an increase in industrial square footage that warrants an updated WSA.

This proposal outlines the scope and estimated costs to update our 2015 MLCP WSE. The proposed increase in additional square footage at the Moss Landing Business Park may trigger the need for a full Water Supply Assessment (rather than a Water Supply Evaluation) in accordance with California Water Code Section 10912(a)¹ because the increase in square footage at the Moss Landing Business Park may be over 650,000 square feet (sf). The provided cost estimate includes increased detail needed to comply with the full WSA reporting requirements.

The California Water Code Section 10910 (also termed Senate Bill 610 or SB610) requires that a WSA be prepared for a project that is subject to the CEQA and is considered a project subject to SB610 as defined in Water Code Section 10912. The MLCP is subject to CEQA and is a project according to Water Code Section 10912 because it contains industrial land having more than 650,000 sf of floor space. This WSA will provide a comparison of projected water supplies and demands to form the basis for an assessment of water supply sufficiency for the Project. The analysis will extend to 2045 and address water demands in five-year increments and fulfill SB 610 WSA requirements. The Sustainable Groundwater Management Act (SGMA) and status of the Sustainable Groundwater Management Plan (GSP) being prepared by the Salinas Basin Sustainable Groundwater Agency (GSA) will be summarized as important context for water

¹(5) (A) industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sf of floor space except as otherwise provided in subparagraph (B)

resource planning and management in the Moss Landing area. We note that the basin is designated by DWR as critically overdrafted.

The following sections outline our scope of work, staffing, schedule, and budget for the WSA.

Scope of Work

Todd Groundwater will work closely with the Monterey County Resource Management Agency and EMC Planning Group, preparer of the Environmental Impact Report, to update the 2015 Public Draft Update of the WSE. The update will incorporate revised information regarding Project buildout size and water use as well as extending the projections to 2045 (from 2035). The baseline (current) water use may be updated from those of 2012 to current conditions, if warranted. The update also may include review of relevant GSP information as available. Our scope will be compliant with full WSA requirements and will follow the Department of Water Resources (DWR) *Guidebook for Implementation of SB 610 and 221*, where applicable.

Task 1 Data Acquisition and Review

In this task, we will acquire and review relevant updated information. We will request projected buildout conditions to update our MLCP Additional Water Demand Projections at Buildout table (Table 2 in the 2015 Public Draft Update WSE). This will include updated square footages of commercial and industrial development and updated number of residential units. We will also request projected water use rates for the additional development. If they are not available, we can use reasonable water use rates from similar developments. We will also request updated population projections to update Table 4 of the 2015 WSE to 2045.

Task 2 Water Supply and Demand Assessment

This task involves evaluation of water supply and demand for the Project during normal and drought conditions with projection to the year 2045. Water supply and demand will be compared to assess the sufficiency of water supply for the MLCP in light of the Moss Landing area's total water supply and demand. If the supply is deemed insufficient, we will appropriately document Pajaro Sunny Mesa Community Services District (PSMCS D) plans for water supply augmentation. A brief discussion of the County's policies regarding development in the MLCP area and a discussion of the Salinas Valley GSA Groundwater Sustainability Plan preparation status will also be included.

2a. Assess Water Demand. We will compare provided Project water demand numbers to general water duty factors to assess reasonableness of the Project water use estimates for the various water uses. If water demand numbers are not available, we will use reasonable estimates. Tables 1 and 2 of the 2015 WSE will be updated with the new Project information. In addition, Tables 5 and 6 of the 2015 WSE will be updated with updated current and projected PSMCS D demand information.

2b. Assess Water Supply. Groundwater is the existing source of supply; accordingly, we will update the documentation of groundwater required by Water Code Section 10910 with updated information (Table 9 of the 2015 WSE) and any insights from the GSP process. The climate data in the 2015 WSE will be updated from 2012 to current conditions (Figure 4 and

Table 3 of the 2015 WSE). A summary table will document existing and planned water supplies in 5-year increments to 2045 (update of Table 7 in the 2015 WSE). The analysis will address water supply for normal and dry years (update Table 8 in the 2015 WSE).

2c. Comparison of Supply and Demand and Sufficiency Determination. The WSA will provide a discussion of the sufficiency of water supply for the Project. This will involve comparison of total water supply and demand for the PSMCSD service area with and without the Project under normal conditions with a projection in 5-year increments to 2045. The discussion will also address the projected water supply and demand under single-year and multiple-year drought conditions (update Tables 8 and Table 10 of 2015 WSE).

2d. Potential Mitigations

If the analysis indicates that water supply is insufficient, we will describe ongoing water management planning and PSMCSD plans for acquiring additional water supply. Brief discussions will be included of the County's policies regarding development in the MLCP area and the Salinas Valley GSA GSP preparation status with emphasis on potential projects that will affect the Moss Landing area.

We will work with the County and EMC to identify potential project alternatives, such as a reduction in proposed development, that would reduce overall Project water use. This may be in the form of a simple table showing various reductions in Project development and the associated reduction in proposed water use. The table may also include the option of a phased approach to the development where later phases may only occur if alternative water supplies are secured or regional efforts to resolve overdraft are amenable to more water use.

Task 3 Reporting

3a. Administrative Draft. We will provide the County and EMC with an administrative draft version of the report for internal review. The text of the report will be concise and focused on relevant tables. For purposes of costing, we assume submittal of an electronic version of the report (pdf).

3b. Draft Report. Comments on the Administrative Draft WSA will be incorporated and the Draft Report will be provided to the County and EMC. For purposes of costing, we assume submittal of an electronic version of the draft report (pdf).

3c. Final Report. We will address comments on the Draft WSA and subsequently submit a final WSA in electronic format to the County and EMC. The costs for this task assume minimal comments on the WSA.

Task 4 Project Coordination and Meetings

This task includes project management and coordination among Todd Groundwater, County staff, and EMC; we assume that much communication will occur via email. We have included attending two meetings in our scope and budget. One meeting would be a County staff strategy meeting in Salinas and the other meeting would be a PSMCSD Board meeting in Royal Oaks. We would be happy to support the County and EMC in additional meetings on a time and materials basis.

Staffing

Kate White, Senior Engineer, will serve as project manager with responsibility for the accurate and timely completion of the Project within the cost estimate. She will be assisted by other staff as needed. Iris Priestaf, PhD, President, will provide project oversight.

Schedule

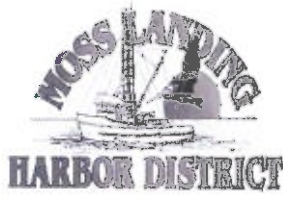
We can complete the Administrative Draft WSA within eight weeks of notice to proceed, assuming timely provision of needed information.

WSA Budget

Our proposed budget for the WSA is \$25,050. This budget assumes no significant changes in the project description in terms of water demand during the WSA process. Todd Groundwater submits monthly invoices on a time and materials basis and we regard this as a not-to-exceed budget. If we complete the project under the budget, unused funds will not be billed.

Task 1 Data Acquisition and Review	\$ 2,600
Task 2 Water Supply and Demand Assessment	\$ 8,690
Task 3 Reporting	\$ 8,030
Task 4 Project Coordination and Meetings	<u>\$ 5,730</u>
Total:	\$25,050

We appreciate the opportunity to continue to work with EMC and Monterey County RMA.



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

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
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**EXECUTIVE
GENERAL MANAGER**

HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 25 – CONSIDER ADOPTING RESOLUTION 19-01 ADOPTING FINDINGS OF BOSARD TO UPHOLD GENERAL MANAGER'S DECISION IN APPEAL OF COLMANR BOARD MEETING OF JANUARY 23, 2019

At the last Board meeting held on December 13, 2018 the Board held an Appeal Hearing for Marc Colman who appealed the decision of the General Manager in terminating his Facilities Use Permit. The Board upheld the General Manager's decision.

It is customary to adopt Findings to reflect the basis for the Board's decision and to formalize the conclusion of the matter. Prior to the January 23, 2019 meeting Resolution 19-01 will be presented to the Board for their consideration in adopting the Findings in the Colman Appeal.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

RESOLUTION NO. 19-01

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING
HARBOR DISTRICT ADOPTING FINDINGS OF THE BOARD TO UPHOLD THE GENERAL
MANAGER'S DECISION IN THE APPEAL OF MARC COLMAN**

* * * * *

WHEREAS, on November 6, 2018, Moss Landing Harbor District General Manager Linda G. McIntyre terminated the Facilities Use Permit issued to Marc Colman ("Mr. Colman") by way of e-mail; and

WHEREAS, pursuant to information contained in the aforesaid Termination Notice, Mr. Colman requested an appeal of the General Manager's action; and

WHEREAS, the District conducted a noticed appeal hearing at a Special Meeting of the Moss Landing Harbor District Board of Harbor Commissioners on December 13, 2018 concerning the General Manager's Termination Notice in accordance with the process and procedures set forth in Sections 24.050D, 24.100 and 24.200 of the Moss Landing Harbor District Ordinance Code; and

WHEREAS, after a full hearing at which testimony was offered by Mr. Colman, Monterey County Sheriff D. Simpson, General Manager Linda McIntyre, and the submission of a written declaration of Harbor Operations employee Robert Stewart, followed by general discussion among the Commissioners, the Board affirmed the General Manager's decision to terminate Mr. Colman's Facilities Use Permit and directed staff to prepare findings in support thereof.

NOW THEREFORE, BE IT RESOLVED by the Moss Landing Board of Harbor Commissioners that the Board adopts the following actions and findings in support of its decision to affirm the General Manager's decision to terminate the Facilities Use Permit of Marc Colman after a noticed appeal hearing held on December 13, 2018:

1. The Board accepted the submission of the November 6, 2018 Notice of Termination from Linda G. McIntyre to Marc Colman, Monterey County Sheriff D. Simpson's written Primary Narrative dated October 6, 2018, concerning contact between the Sheriff with Mr. Colman culminating in a citation for illegal parking and referring the matter to the District Attorney's Office with a recommendation of proceeding with charges for vandalism and defacing or interfering with a traffic control device, and the Declaration of Robert Stewart. With the exception of the Stewart Declaration, which is attached hereto as Exhibit A, all of the aforesaid documents are a part of the December 13, 2018 Board Agenda Packet.

2. The Board made the following findings concerning termination of Mr. Colman's Permit:

A. Mr. Colman was notified on several occasions, including both an oral warning and a citation issued by the Sheriff's Department, that he needed to immediately cease parking on or impinging upon parking designated for handicapped parking and or otherwise marked as a no parking zone on District property. His response was not only to ignore said warnings and citation but to unilaterally initiate action to change the circumstances affecting his right to park by having the curbs as well as a handicapped parking space on District property repainted.

B. Board members indicated that they had received complaints from kayakers about Mr. Colman's parking practices, and that the complaining parties had indicated they had complained to the Sherriff's Department and the District. The Declaration of District employee Robert

Stewart supports these assertions that there had been ongoing complaints about Mr. Colman's parking practices.

C. The provisions of Mr. Colman's Facilities Use Permit clearly provide that a permittee is required to comply with all provisions of the law and District rules and regulations. Mr. Colman was provided with adequate notice that his parking activities were in violation of both the law and District rules and regulations. Even if the Board was to accept Mr. Colman's assertion that he received mixed communications about the ownership of the property on which he parked and/ or the right to park where he had been parking, once he received direction and a citation from the Sheriff's Department, his illegal parking practices should have stopped.

D. The Board rejected Mr. Colman's statement that he was unaware of the fact that he was acting in violation of the law and/or District rules and regulations. The Board found that ignorance of the law was not an excuse, and moreover, that the Board did not accept or believe that anyone with a valid California driver's license would be ignorant of the significance of the color markings on curbs and pavement in the area in which Mr. Colman had been repeatedly parking. Additionally, he was certainly aware of the significance of the involved curb markings when he directed that they be repainted. Having the curbs and handicap space repainted was in blatant disregard of the law and the rights and needs of District visitors, particularly handicapped individuals, whose access rights to District facilities and natural amenities have heightened protection as a matter of law.

E. In weighing the credibility of the parties, the Board found that the Sheriff was more credible than Mr. Colman.

3. Based on all of the foregoing, as well as the totality of the proceedings, the Board unanimously affirmed the General Manager's termination of Marc Colman's Facilities Use Permit.

CERTIFICATION

Resolution 19-01 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a regular meeting of the Board held on January 23, 2019, a quorum present and acting throughout, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

December 12, 2018

I, Robert Stewart, Moss Landing Harbor Operations staff, have been contacted by a number of people over the past couple of years complaining that the Hydrobikes operator is blocking a handicap parking space.

Every time I received a complaint I sent someone over or I have personally gone over to North Harbor to advise Mr. Colman I received a phone call complaining about his parking and instructed to move his vehicle.

I declare under penalty of perjury the foregoing is true and correct.



Robert Stewart, Harbor Operations
Moss landing Harbor District

EXHIBIT A