



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

August 3, 2023 – 7:00 P.M.

Moss Landing Harbor District is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/89900465284?pwd=aGF5cUhtWmlrTjAxTkW4TjhQVmx1QT09>

Meeting ID: 899 0046 5284

Passcode: 288519

One tap mobile

+16694449171,,89900465284#,,,,*288519# US

+16699006833,,89900465284#,,,,*288519# US (San Jose)

A. CLOSED SESSION

A Closed Session will be held immediately prior to the public open meeting, and will begin at **6:00 p.m.** to consider the following items. 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. Meet and confer with legal counsel pursuant to Government Code 54956.9(d)(4) deciding whether to initiate litigation.
2. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park. Negotiating parties: General Manager and District Counsel.
3. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code §54956.8 regarding: Development proposal received regarding the District new 9500'sf building in North Harbor.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

Russ Jeffries – President

Vince Ferrante- Vice President

James Goulart – Secretary

Liz Soto - Commissioner

Albert Lomeli – Commissioner

Tommy Razzeca – General Manager

Mike Rodriguez – District Counsel

Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

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

D. PUBLIC COMMENTS

Members of the general public may address the Board of Harbor Commissioners regarding any item that is not on the Agenda. The President may limit the total amount of time of testimony on particular issues and for each individual speaker.

E. CONSENT CALENDAR

1. Approval of June 28, 2023 Meeting Minutes

F. FINANCIAL REPORT

2. Financial report month ending June 30, 2023

G. MANAGER'S REPORTS

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

3. Projects Status/Update
4. Summary of Permits Issued
5. Meeting Announcements
6. Assigned Liveboard Report
7. Slip Income Report
8. Incident Report

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Goulart
10. Elkhorn Slough Advisory Committee – Lomeli
11. Special Districts – Jeffries/Ferrante
12. Liveboard Committee – Soto/Lomeli
13. Harbor Improvement Committee – Soto/Lomeli
14. Real Property Committee I – Jeffries/Ferrante/Leonardini(Appointed Public Representative)
15. Real Property Committee II – Goulart/Soto
16. Personnel Committee – Jeffries/Goulart
17. Ad Hoc Budget Committee – Goulart/Soto
18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written.

I. NEW BUSINESS

19. CONSIDER APPROVAL TO PURCHASE CONCRETE DOCKS, B DOCK REPLACEMENT PROJECT.

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

20. CONSIDER APPROVING A CONSTRUCTION PERMIT FOR BUTANO GEOTECHNICAL ENGINNERING TO COMPLETE BORING AND SOIL SAMPEL COLLECTION.

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

21. CONSIDER RESOLUTION 23-03 AMENDING SECTION VIII- OF THE “BYLAWS OF THE BOARD OF HARBOR COMMISSIONERS-MOSS LANDING HARBOR DISTRICT”.

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

J. 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.

K. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled August 23, 2023 at the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals requiring special accommodations should contact Administrative Assistant, Shay Shaw at Shaw@mosslandingharbor.dst.ca.us or at 831.633.2461 no less than 72 hours prior to the meeting or if a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and/or by contacting the District at 831.633.5417 or Razzeca@mosslandingharbor.dst.ca.us or on the District’s website at www.mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



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

June 28, 2023

Moss Landing Harbor District is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/86081647835?pwd=QlZzU1hlc1h0b0lPM1hnNHB5aE1Zdz09>

Meeting ID: 860 8164 7835

Passcode: 202212

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+16694449171,,86081647835#,,,,*202212# US

A. CLOSED SESSION

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

1. Meet and confer with legal counsel pursuant to Government Code 54956.9(d)(4) deciding whether to initiate litigation.
2. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park. Negotiating parties: General Manager and District Counsel.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00PM. Roll was called, followed by the Pledge of Allegiance.

Commissioners Present:

Russ Jeffries – President
Vince Ferrante- Vice President
James Goulart – Secretary
Liz Soto - Commissioner
Albert Lomeli – Commissioner

Staff Present:

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

C. PRESIDENT'S REMARKS

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

D. PUBLIC COMMENTS

None.

E. CONSENT CALENDAR

1. Approval of May 31, 2023 Meeting Minutes. A motion was made by Commissioner Ferrante, seconded by Commissioner Lomeli to approve the May 2023 Regular Meeting Minutes. The motion passed on a roll call vote.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

F. FINANCIAL REPORT

2. Financial report month ending May 31, 2023. GM Razzeca gave the report. A motion was made by Commissioner Soto, seconded by Commissioner Goulart to accept the financial report. The motion passed on a roll-call vote.

G. MANAGER'S REPORTS

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

3. Projects Status/Update – written report/no questions
4. Summary of Permits Issued– written report/no questions
5. Meeting Announcements – written report/no questions
6. Assigned Liveboard Report – written report/no questions
7. Slip Income Report – written report/no questions
8. Incident Report – written report/no questions

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Goulart— nothing to report
10. Elkhorn Slough Advisory Committee – Lomeli— nothing to report
11. Special Districts – Jeffries/Ferrante— nothing to report
12. Liveboard Committee – Soto/Lomeli— nothing to report
13. Harbor Improvement Committee – Soto/Lomeli— nothing to report
14. Real Property Committee I – Jeffries/Ferrante/Leonardini(Appointed Public Representative) – nothing to report
15. Real Property Committee II – Goulart/Soto— nothing to report
16. Personnel Committee – Jeffries/Goulart— nothing to report
17. Ad Hoc Budget Committee – Goulart/Soto— nothing to report
18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written.

I. NEW BUSINESS

19. CONSIDER RESOLUTION 23-02 JOINING THE NO ON INITIATIVE 21-0042A1 COALITION

- a. Staff report – GM 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 Goulart to adopt Resolution 23-02, joining the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state and directing staff to email a copy of the adopted Resolution 23-02 to the California Special Districts Association.

20. CSDA BOARD OF DIRECTORS ELECTION BALLOT SEAT C- COASTAL NETWORK

- a. Staff report – GM Razzeca gave the report.
- b. Public comment – None
- c. Board discussion – None

d. Board action – A motion was made by President Jeffries, seconded by Commissioner Soto to direct the General Manager to cast a vote for Vince Ferrante on behalf of the Moss Landing Harbor District.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

J. COMMISSIONERS COMMENTS AND CONCERNS

The regular scheduled Board meeting Wednesday July 26, 2023 will be cancelled and rescheduled to Thursday August 3, 2023 due to Commissioner scheduling conflicts on July 28th.

K. ADJOURNMENT

President Jeffries adjourned the meeting at 7:37 pm.

Respectfully submitted,

ATTEST:

James Goulart, Secretary
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District

Balance Sheet

As of June 30, 2023

	<u>Jun 30, 23</u>	<u>Jun 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1022 · 1st Capital Trust Account	4,889,828	4,357,213	532,615	12%
1001 · 1st Capital Operating Account	3,014,711	2,416,959	597,752	25%
1015 · 1st Capital Bank	1,899,492	1,890,611	8,881	0%
1020 · Umpqua - Restricted	1,017,229	1,017,136	93	
Total Checking/Savings	<u>10,821,760</u>	<u>9,682,419</u>	<u>1,139,341</u>	<u>12%</u>
Accounts Receivable				
1250 · Lease Receivable	4,419,950	4,614,230	-194,280	-4%
1120 · Leases				
1282 · NNN Receivable	103,506	106,260	-2,754	-3%
1284 · Local Bounty	2,067	3,301	-1,234	-37%
1291 · Monterey Bay Kayak % Rent	58,214	22,223	35,991	162%
1230 · Sea Harvest	4,792		4,792	100%
1120 · Leases - Other	5,674	1,097	4,577	417%
Total 1120 · Leases	<u>174,253</u>	<u>132,881</u>	<u>41,372</u>	<u>31%</u>
1200 · Marina Receivables	112,890	111,627	1,263	1%
1201 · Marina - Allow for Bad Debt	-53,875	-25,500	-28,375	-111%
Total Accounts Receivable	<u>4,653,218</u>	<u>4,833,238</u>	<u>-180,020</u>	<u>-4%</u>
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	6,192		6,192	100%
Total 1271 · Prepaid Expenses	<u>6,192</u>		<u>6,192</u>	<u>100%</u>
Total Other Current Assets	<u>6,192</u>		<u>6,192</u>	<u>100%</u>
Total Current Assets	<u>15,481,170</u>	<u>14,515,657</u>	<u>965,513</u>	<u>7%</u>
Fixed Assets				
1650 · Construction in Progress	4,900,572	4,900,572		
1670 · Equipment	555,676	501,453	54,223	11%
1700 · Improvements				
1710 · NH Buildings & Improvements	7,009,773	7,009,773		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,506,844	8,325,615	181,229	2%
1740 · SH Floating Docks	9,583,746	9,583,746		
Total 1700 · Improvements	<u>26,257,256</u>	<u>26,076,027</u>	<u>181,229</u>	<u>1%</u>

Moss Landing Harbor District
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>	<u>Jun 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
1800 · Less - Depreciation				
1805 · Equipment	-475,479	-456,279	-19,200	-4%
1810 · NH Buildings & Improvements	-4,269,459	-3,844,659	-424,800	-11%
1820 · NH Floating Docks	-524,674	-524,674		
1825 · NH Offsite Improvements	-544,074	-526,074	-18,000	-3%
1830 · SH Buildings & Improvements	-6,484,441	-6,376,441	-108,000	-2%
1840 · SH Floating Docks	-7,546,958	-7,162,958	-384,000	-5%
Total 1800 · Less - Depreciation	<u>-19,845,085</u>	<u>-18,891,085</u>	<u>-954,000</u>	<u>-5%</u>
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	<u>13,511,279</u>	<u>14,229,827</u>	<u>-718,548</u>	<u>-5%</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>29,000,038</u></u>	<u><u>28,753,073</u></u>	<u><u>246,965</u></u>	<u><u>1%</u></u>

Moss Landing Harbor District
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>	<u>Jun 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	-302,895	-215,087	-87,808	-41%
Total Accounts Payable	-302,895	-215,087	-87,808	-41%
Other Current Liabilities				
2013 · Accrued Expenses		12,000	-12,000	-100%
2020 · Accrued Salaries Payable	12,079	17,034	-4,955	-29%
2021 · Accrued Vacation	35,386	35,386		
2023 · Accrued Payroll Taxes	1,871	1,303	568	44%
2030 · Customer Deposits	365,651	359,330	6,321	2%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	25,693	25,696	-3	
Total 2051 · Note Interest Payable	25,693	25,696	-3	
2080 · Prepaid Berth Fees	168,444	239,250	-70,806	-30%
2011 · Lusamerica Reimb. Acct.	15,000	15,000		
2087 · Lease Deposits	19,625	19,625		
Total Other Current Liabilities	643,749	724,624	-80,875	-11%
Total Current Liabilities	340,854	509,537	-168,683	-33%
Long Term Liabilities				
2200 · Deferred RTU Lease Revenue	4,521,174	4,718,484	-197,310	-4%
2605 · Umpqua Loan	1,857,376	2,163,880	-306,504	-14%
Total Long Term Liabilities	6,378,550	6,882,364	-503,814	-7%
Total Liabilities	6,719,404	7,391,901	-672,497	-9%
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	14,904,941	13,143,069	1,761,872	13%
Net Income	919,462	1,761,872	-842,410	-48%
Total Equity	22,280,634	21,361,172	919,462	4%
TOTAL LIABILITIES & EQUITY	<u>29,000,038</u>	<u>28,753,073</u>	<u>246,965</u>	<u>1%</u>

Moss Landing Harbor District
Statement of Cash Flows
July 2022 through June 2023

Jul '22 - Jun 23

OPERATING ACTIVITIES

Net Income	919,462
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1120 · Leases	-4,577
1120 · Leases:1291 · Monterey Bay Kayak % Rent	-35,991
1120 · Leases:1230 · Sea Harvest	-4,792
1200 · Marina Receivables	-1,263
1201 · Marina - Allow for Bad Debt	28,375
1250 · Lease Receivable	194,280
1120 · Leases:1282 · NNN Receivable	2,754
1120 · Leases:1284 · Local Bounty	1,234
1271 · Prepaid Expenses:1270 · Insurance	-6,192
1800 · Less - Depreciation:1805 · Equipment	19,200
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	424,800
1800 · Less - Depreciation:1825 · NH Offsite Improvements	18,000
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	108,000
1800 · Less - Depreciation:1840 · SH Floating Docks	384,000
2010 · Accounts Payable	-87,808
2020 · Accrued Salaries Payable	-4,955
2023 · Accrued Payroll Taxes	568
2030 · Customer Deposits	6,322
2080 · Prepaid Berth Fees	-70,806
2013 · Accrued Expenses	-12,000
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-3

Net cash provided by Operating Activities 1,878,608

INVESTING ACTIVITIES

1670 · Equipment	-54,223
1700 · Improvements:1730 · SH Buildings & Improvements	-181,229

Net cash provided by Investing Activities -235,452

FINANCING ACTIVITIES

2200 · Deferred RTU Lease Revenue	-197,310
2605 · Umpqua Loan	-306,504

Net cash provided by Financing Activities -503,814

Net cash increase for period 1,139,342

Cash at beginning of period 9,682,419

Cash at end of period 10,821,761

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2022 through June 2023

Ordinary Income/Expense	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,884,754	1,875,253	9,501	101%
4112 · Qtrly/Annual Discount	-5,542	-210	-5,332	2,639%
4113 · Commercial Vessel Dscnt	-12,417	-12,750	333	97%
4114 · Away (1 mnth) Dscnt	-212	-90	-122	236%
4115 · Temporary Berthing	223,482	289,063	-65,581	77%
4120 · Liveaboard Fees	139,795	140,342	-547	100%
4130 · Transient Berthing	12,521	30,000	-17,479	42%
4220 · Wait List	7,025	7,500	-475	94%
4260 · Towing - Intra Harbor	150	600	-450	25%
4270 · Pumpouts	1,200	1,000	200	120%
4280 · Late Fees	35,550	36,890	-1,340	96%
4282 · Recovered Lien Costs	700	2,000	-1,300	35%
Total 4100 · Berthing Income	<u>2,287,006</u>	<u>2,369,598</u>	<u>-82,592</u>	<u>97%</u>
4200 · Other Income - Operations				
4230 · SH Parking	103,827	130,000	-26,173	80%
4285 · Dog Fee	1,055	1,200	-145	88%
4290 · Misc	1,701	1,300	401	131%
Total 4200 · Other Income - Operations	<u>106,583</u>	<u>132,500</u>	<u>-25,917</u>	<u>80%</u>
Total 4000 · MARINA REVENUES	<u>2,393,589</u>	<u>2,502,098</u>	<u>-108,509</u>	<u>96%</u>

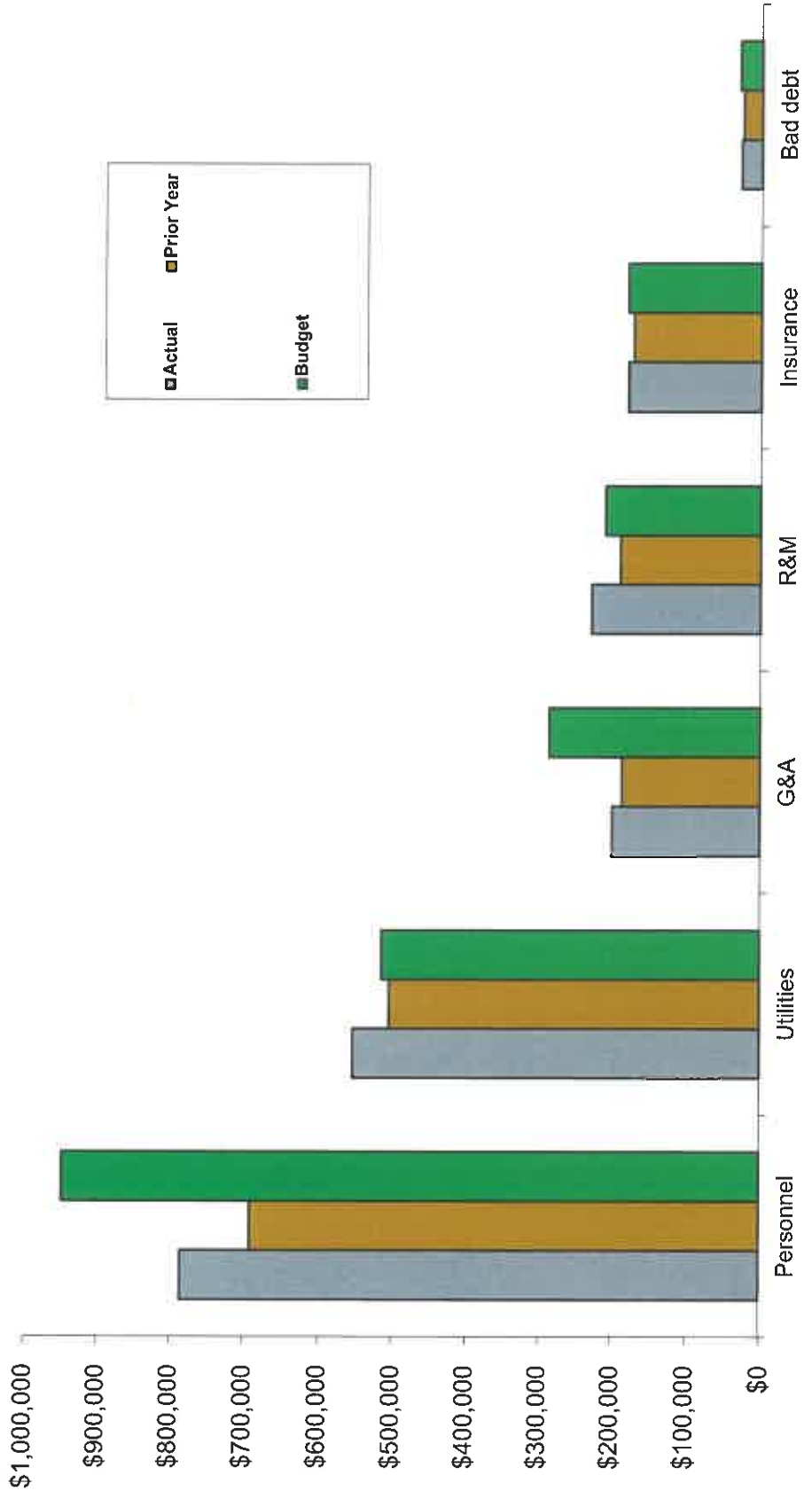
**Moss Landing Harbor District
Warrant Listing
As of June 30, 2023**

Type	Date	Num	Name	Amount
1001 - 1st Capital Operating Account				
Check	06/06/2023		NPC Merchant Pymt Proc	-2,829.93
Check	06/08/2023		Payroll Partners	-160.57
Check	06/09/2023	4114	Ferrante, Vincent	-529.25
Check	06/09/2023	4115	Goulart, James	-274.71
Check	06/09/2023	4116	Jeffries, Russell	-1,305.20
Check	06/09/2023	4117	Neal Norris	-1,020.85
Check	06/09/2023	4118	Franchise Tax Board	-266.21
Bill Pmt -Check	06/14/2023	20119	A.L. Lease	-60.13
Bill Pmt -Check	06/14/2023	20120	AT&T	-638.64
Bill Pmt -Check	06/14/2023	20121	Auto Care LifeSaver Towing	-1,620.00
Bill Pmt -Check	06/14/2023	20122	Big Creek Lumber	-1,346.88
Bill Pmt -Check	06/14/2023	20123	Carmel Marina Corporation	-8,259.38
Bill Pmt -Check	06/14/2023	20124	Castroville "ACE" Hardware	-48.63
Bill Pmt -Check	06/14/2023	20125	Castroville Auto Parts, Inc.	-314.71
Bill Pmt -Check	06/14/2023	20126	Cintas	-499.38
Bill Pmt -Check	06/14/2023	20127	Corralitos Electric	-1,723.00
Bill Pmt -Check	06/14/2023	20128	Damm Good Water	-73.70
Bill Pmt -Check	06/14/2023	20129	Employ America	-1,369.78
Bill Pmt -Check	06/14/2023	20130	Freedom Tune Up	-114.17
Bill Pmt -Check	06/14/2023	20131	Gahagan & Bryant Associates, Inc.	-1,500.00
Bill Pmt -Check	06/14/2023	20132	Haley & Aldrich, Inc.	-13,464.84
Bill Pmt -Check	06/14/2023	20133	Hudson Martin	-1,087.00
Bill Pmt -Check	06/14/2023	20134	James Moskito	-550.00
Bill Pmt -Check	06/14/2023	20135	Jarvis Fay, LLP	-1,700.00
Bill Pmt -Check	06/14/2023	20136	Matt Gambee	-538.47
Bill Pmt -Check	06/14/2023	20137	Mechanics Bank	-592.94
Bill Pmt -Check	06/14/2023	20138	Monterey County Auditor-Controller	-6,466.00
Bill Pmt -Check	06/14/2023	20139	Monterey One Water	-663.42
Bill Pmt -Check	06/14/2023	20140	Pajaro Valley Lock Shop	-2,477.31
Bill Pmt -Check	06/14/2023	20141	Pajaro/Sunny Mesa C.S.D.	-3,328.46
Bill Pmt -Check	06/14/2023	20142	PG&E	-30,000.00
Bill Pmt -Check	06/14/2023	20143	Razzolink, Inc.	-136.85
Bill Pmt -Check	06/14/2023	20144	Ron Rogers	-403.50
Bill Pmt -Check	06/14/2023	20145	Royal Wholesale Electric	-883.23
Bill Pmt -Check	06/14/2023	20146	Sea Engineering, Inc.	-570.00
Bill Pmt -Check	06/14/2023	20147	Slater Moore	-150.00
Bill Pmt -Check	06/14/2023	20148	Tommy Razzeca	-350.00
Bill Pmt -Check	06/14/2023	20149	U.S. Bank	-1,048.78
Bill Pmt -Check	06/14/2023	20150	U.S. Bank - Office Equipment Finance Svc	-271.21
Bill Pmt -Check	06/14/2023	20151	Valero Marketing and Supply Company	-642.12
Bill Pmt -Check	06/14/2023	20152	VALIC	-1,988.99
Bill Pmt -Check	06/14/2023	20153	Ventek International	-1,275.00
Bill Pmt -Check	06/14/2023	20154	Verizon Wireless	-223.54
Bill Pmt -Check	06/14/2023	20155	Vision Sevice Plan	-85.96

Moss Landing Harbor District
Warrant Listing
As of June 30, 2023

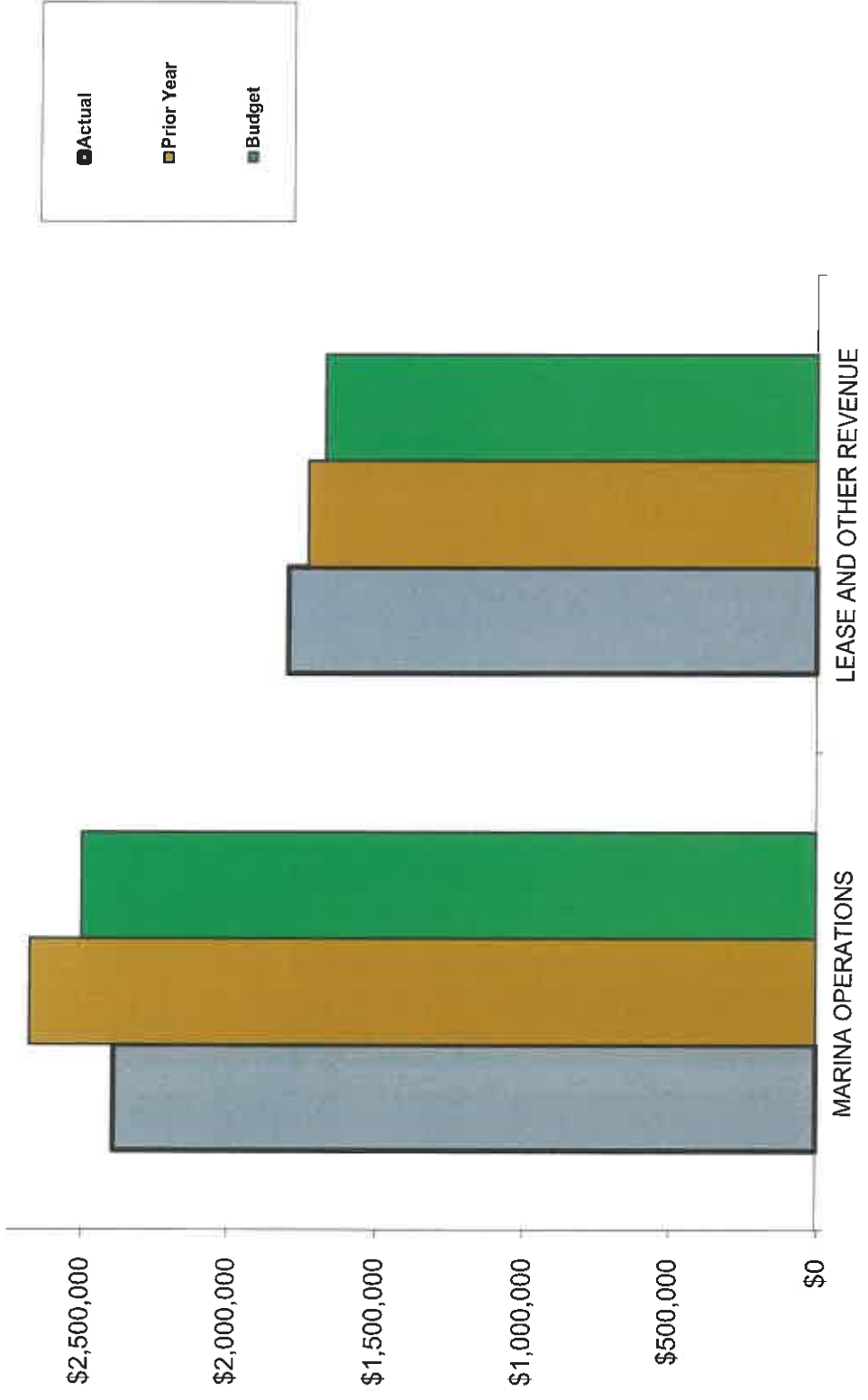
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	06/14/2023	20156	WASH	-440.94
Bill Pmt -Check	06/14/2023	20157	IPFS Corporation	-227,836.24
Bill Pmt -Check	06/14/2023	20158	AT&T	-1,398.37
Bill Pmt -Check	06/14/2023	20159	Carmel Marina Corporation	-230.90
Bill Pmt -Check	06/14/2023	20160	Mechanics Bank	-327.71
Bill Pmt -Check	06/14/2023	20161	Monterey One Water	-8,120.98
Bill Pmt -Check	06/14/2023	20162	Carmel Marina Corporation	-2,073.25
Bill Pmt -Check	06/14/2023	20163	Mechanics Bank	-275.97
Bill Pmt -Check	06/14/2023	20164	Carmel Marina Corporation	-1,804.44
Check	06/23/2023	4121	Neal Norris	-1,020.84
Check	06/23/2023	4122	Franchise Tax Board	-292.39
Bill Pmt -Check	06/27/2023	20165	CalPERS	-7,240.27
Bill Pmt -Check	06/27/2023	20166	Conner Method	-345.90
Bill Pmt -Check	06/27/2023	20167	Home Depot	-570.05
Bill Pmt -Check	06/27/2023	20168	Michael Krone	-528.51
Bill Pmt -Check	06/27/2023	20169	Moki Smith	-428.50
Bill Pmt -Check	06/27/2023	20170	Nautical Software Solution	-1,695.00
Bill Pmt -Check	06/27/2023	20171	Purchase Power	-520.99
Bill Pmt -Check	06/27/2023	20172	Randazzo Enterprises Inc.	-7,472.00
Bill Pmt -Check	06/27/2023	20173	ROI Safety Services, LLC	-3,400.00
Bill Pmt -Check	06/27/2023	20174	SDRMA	-16,053.32
Bill Pmt -Check	06/27/2023	20175	Sea Engineering, Inc.	-1,900.00
Bill Pmt -Check	06/27/2023	20176	Wald, Ruhnke & Dost Architects, LP	-8,467.49
Bill Pmt -Check	06/27/2023	20177	Wendy L. Cumming, CPA	-2,887.50
Total 1001 - 1st Capital Operating Account				-388,184.30
TOTAL				-388,184.30

**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
June 30, 2023**

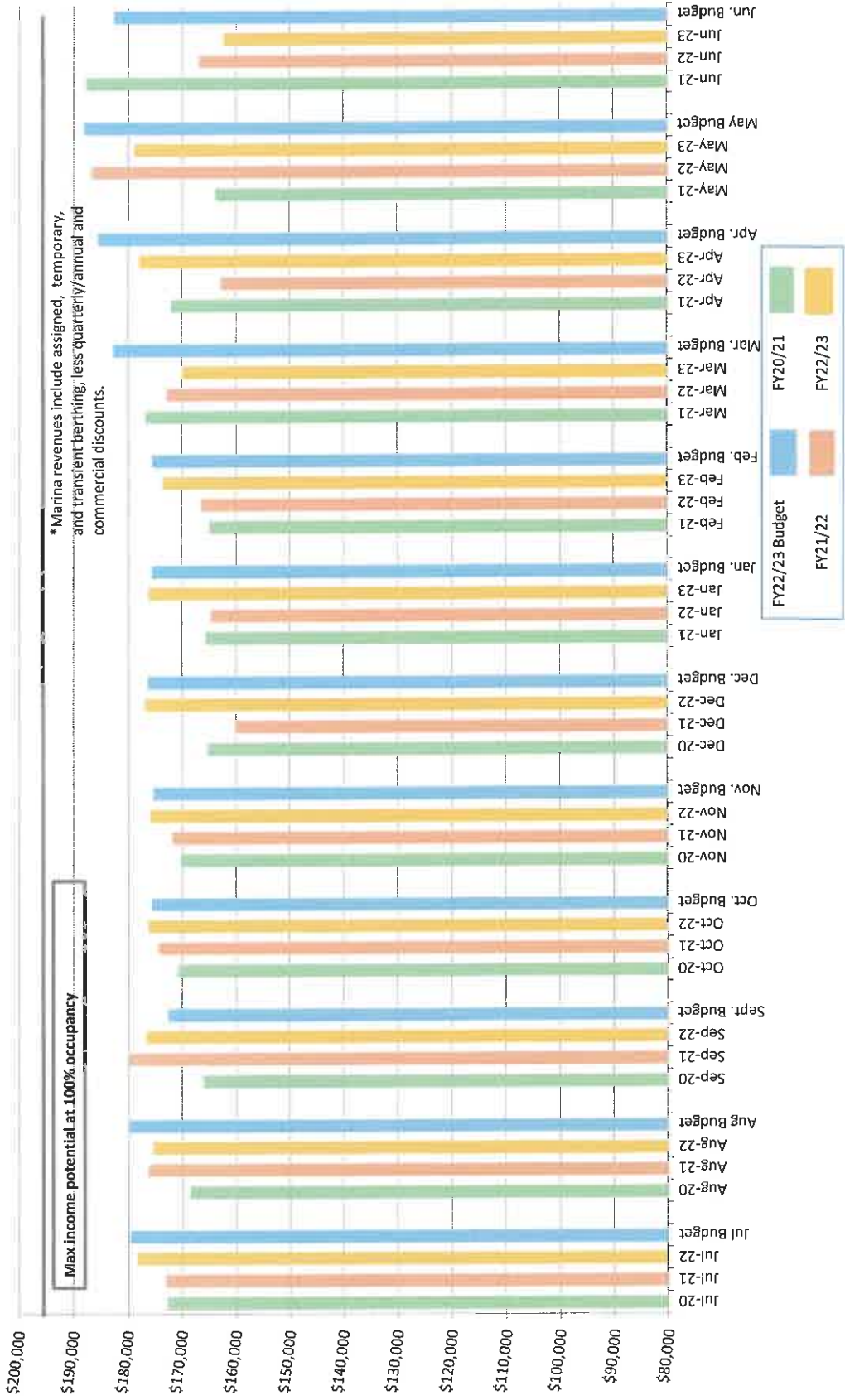


****Expenses Exclude Dredging, Depreciation and Interest Expenses****

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
June 30, 2023**



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





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BOARD OF HARBOR COMMISSIONERS

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Liz Soto
Albert Lomeli

**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 03 – PROJECT STATUS
BOARD MEETING AUGUST 3, 2023

1. North Harbor Building: Currently awaiting issuance of our Construction Permit from the County of Monterey, expected any day. Once the permit has been received the project will be put out for bid with a goal of construction being underway by the early Fall 2023.

2. North Harbor Inn Project: This project remains on hold while the District explores options with the property.

3. Harbor Infrastructure Improvement Project: Resulting from the tsunami that took place on January 15, 2022, staff discovered that the District has sustained damage to piles, docks, shoreline and navigation channels in the Harbor. The District's consultant, Sea Engineering, has been preparing project design plans for submittal to the various permitting agencies for permits to complete the project. Currently staff awaits issuance of permits which are expected sometime during Summer 2023. Once permits have been issued staff will put the project out to bid, secure a contractor and begin the infrastructure improvement project. The Staff goal is to have the project underway during Winter of 2023. Staff has provided an updated timeline below for reference.

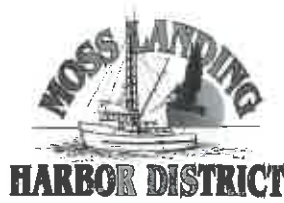
- Project Design
 - Completed
- Permitting
 - In Process - permit applications for CCC, USACE, and Regional Water Quality Board have been submitted.
 - Schedule - Final applications were submitted June 2023 to meet the expectation of approval. Awaiting permit issuance, project start estimated Winter 2023

4. Harbor Maintenance Dredging and FEMA Project: The District is currently in the preparation process to dredge the Harbor during the Summer/Fall of 2024. Resulting from the Atmospheric River Storms experienced earlier this winter, staff discovered that a significant amount of sediment washed into the Harbor berthing spaces and navigation channels. Because the storms associated with the additional sediment accumulation did receive an emergency declaration, staff was able to apply for FEMA funding to remove dredge material directly associated with the storm event. Staff has completed and submitted our emergency funding

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application to FEMA with a cost estimate of \$1,144,454.52 for removal of the debris associated with the storm event. Staff will continue to update the Board with additional information regarding this project and our FEMA application as it becomes available.

5. B Dock Concrete Dock Replacement Project: B Dock has sections of concrete docks that have been in use for over 40 years and need replacement. Staff coordinated with Sea Engineering (the Districts structural engineering consultant) earlier this spring to begin the process of acquire quotes for the concrete docks to be replaced with the hope of having the project underway as quickly as possible once the 23/24 budget began on July 1, 2023. The Districts concrete dock builder/vender Kie-Con has begun production of the docks and though staff had hoped to have the new docks installed by the end of Summer, it looks as though the delivery and installation of the docks won't take place until late fall or possibly Winter of this year. Staff will continue to update the Board regarding this project until its completion.



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GENERAL MANAGER
 HARBORMASTER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 04 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF AUGUST 3, 2023

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2023	Current	Facilities Use	01/01/24
Blue Ocean Whale Watch	2/18/2023	Current	Facilities Use	2/18/2024
Whisper Charters	2/28/2023	Current	Facilities Use	2/28/2024
Fast Raft	3/28/2023	Current	Facilities Use	3/28/2024
Monterey Eco Tours	4/16/2023	Current	Facilities Use	4/16/2024
Oceanic Expeditions	4/21/2023	Current	Facilities Use	4/21/2024
Kahuna Sportsfishing	4/25/2023	Current	Facilities Use	4/25/2024
Venture Quest Kayaking	6/12/2023	Current	Facilities Use	6/12/2024
Monterey Bay Hydrobikes	6/12/2023	Current	Facilities Use	6/12/2024
Reel Nasty Sportfishing	6/12/2023	Current	Facilities Use	6/12/2024
Last Meal Sportfishing	6/12/2023	Current	Facilities Use	6/12/2024
Kayak Connection	6/30/2023	Current	Facilities Use	6/30/2024
Sanctuary Cruises	6/30/2023	Current	Facilities Use	6/30/2024
Sea Goddess Whale Watching-Tours	6/30/2023	Current	Facilities Use	6/30/2024
MBARI-Slough Test Moorings	6/30/2023	Current	Facilities Use	6/30/2024
Slater Moore Photography	07/07/2023	Current	Facilities Use	07/07/2024
Peninsula Dive Services	09/30/2022	Current	Facilities Use	09/30/2023
Elkhorn Slough Safari - Tours	10/19/2022	Current	Facilities Use	10/19/2023
Blue Water Ventures	10/30/2022	Current	Facilities Use	10/30/2023
Wild Fish-Vicki Crow	11/30/2022	Current	Peddlers	11/30/2023



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Tommy Razzeca

STAFF REPORT

ITEM NUMBER 05 – MEETING ANNOUNCEMENTS
BOARD MEETING OF AUGUST 3, 2023

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>

Monterey Bay Sanctuary Advisory Council Meetings – 2023 - <https://montereybay.noaa.gov>

August 18th– Hybrid (Virtual & In-Person) Meeting
LOCATION TBD



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**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 06 - LIVEABOARD REPORT BOARD MEETING OF AUGUST 3, 2023

Pursuant to Ordinance Code §6.110 D) 1), attached is the report containing the names of all permitted live aboard vessels and all persons living aboard. The permits for these live boards 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. Hartman, Guenter	Taku, CF 7913 KL
2. Jones, L	Intrepid CF 0292 VE
3. Matsunaga, F	Mon Rochelle CF 8424 FB
4. Burns, P.	Tralfamadore, CF 9430 GL
5. Byrnes, K.	Grand Slam, CF 4540 FE
6. Doyle, M	Billikon, CF 3946 TM
7. Cayuela, R.	Rachel Angelet, CF 6969 UB
8. Michael, McVay	Gaviota, CF 4863 FP
9. Hughes, S	Sojourn, on 1067078
10. Dunn, J	Knot To Worry, CF 6383 GU
11. Chambers, B.	Pyxis, ON 984193
12. Massat, A	No Name no CF#
13. Clark D.	Seaside Escape CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Garmon, S	Celine Rose, ON 1110276
16. Elwell, G.	Pearl, ON 557575
17. Faneuf, C.	Ghost Ryder ON 1048498
18. Buford, C	No Name, CF 9215 EF
19. Potter, D.	Danu CF 4085 GC
20. Listle, A	Tekin ON 616325
21. Glovin, D	Aint to Shabby CF 7434 SL
22. Laoretti, P/ Laoretti, S	Shaka, ON 699611
23. Johnston, Bill	Heart Of Gold, CF 7590 EP
24. Groom D	Phoenix, CF 5084 GJ

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25. Jones, H.
26. Jones, T.
27. Kennedy C.
28. Ayres, Lloyd
29. Varier, G
30. Malone, RJ
31. Marsee, E, Lynch, C
32. Burnett, Gary
33. Maris, T.
34. Robinson, D/ Robinson, L
35. Nieman J
36. Niswonger, R.
37. Cain, C
38. Otis, T.
39. Paul, J
40. Schlegelmilch, William
41. Bartley, H
42. Raaphorst, D.
43. Reins, D.
44. Rotger, M.
45. Dyer, B
46. Piro, Daniel
47. Schmidt, L
48. Sopota, M
49. Silveira, P
50. Salisbury, J.
51. Thomas, B.
52. Tufts, M.
53. Syracuse, Mike
54. Wolinski, Peter
55. Hudkins, Leah / Steven Hudkins
56. Samuelson, T.
57. Podolkhov, R
58. Riberal, Y/ Eric Duekerson
59. Schwontes, N/ Mosolov, A
60. Bowler, J

Laetare, CF 5495 YB
 Sanity, CF 5249 SC
 Aztlan, ON 281903
 Gaviota, CF 4656 GG
 Athena CF 1523 FF
 Francis W, CF 2017 UZ
 Tolly Craft CF 9521 HT
 Zinful CF5419 JG
 Nimble, CF 3730 KB
 Damn Baby CF 9442 EX
 Inia, ON 1074183
 Illusion, CF 0836 TA
 Sails Call, CF 7291 TG
 Blue Moon, CF 1886 GT
 La Wanda CF 5014 FR
 Bull Dog ON 1219673
 Skylarke, CF 8589 TB
 Spirit, ON 664971
 Second Paradise, ON 912484
 Raven, ON 241650
 Star of Light ON 1056334
 Gulf Star CF 6082 GL
 Lady Monroe CF5007 UM
 Mischief Maker, CF 9666 JK
 Quiet times, CF 2067 GC
 Oceanid, CF 4210 GA
 Coho, CF 9974 KK
 Enchantress, CF 0878 SX
 Sea Star, CF 4213 ES
 Muffin, ON 1148169
 Wild Goose ON589319
 Moonstone CF 5122 GX
 I'll be seeing you CF 3851 SJ
 Boss Lady, ON 556296
 Luna Sea, ON 1138367
 Myrtle Mae, CF 3187 FN

Total Number Vessels: 60
 Total Number Persons: 68
 Pending Applications -0-



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GENERAL MANAGER/HARBOR MASTER
 Tom Razzeca

STAFF REPORT

ITEM NUMBER 7 - SLIP INCOME REPORT
 BOARD MEETING OF AUGUST 3, 2023

Slip Rates 2022/2023 per linear foot:

Assigned: \$9.02/ft./month
 Temporary: \$13.45/ft./month
 Transient: \$1.25/ft./day

INCOME

<u>June 2023</u>	<u>June 2022</u>	<u>June 2023 Budget</u>
\$162,495	\$166,942	\$182,684

For the month, slip income is lower than budget by \$18k. The lower than budget amount is attributed to lower temporary berthing revenue mostly associated with the closure of the 2023 commercial and recreational salmon fishing seasons. Slip income is lower than the prior year by \$4k.



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STAFF REPORT

ITEM NUMBER 08 – INCIDENT REPORT
BOARD MEETING OF AUGUST 3, 2023

06/30/2023 A Harbor tenant reported seeing another tenant jump into the water but never saw him come back up. Staff responded and began to search for the tenant. Staff called MCSO and reported the incident, multiple agencies responded to the Harbor. After searching the area for the tenant without finding the person, searchers later discovered that the tenant had made his way from the water without being noticed by the reporting party and was alive and well.

07/18/2023 Harbor staff received a call from an adjacent property owner about possible smoke coming from the South Harbor dry storage lot. Staff responded immediately and after some investigation found no smoke or problem in the District storage lot.

No further incidents to report as of July 19, 2023



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STAFF REPORT

ITEM NUMBER 19 – CONSIDER APPROVING PURCHASE OF CONCRETE DOCKS FOR THE B DOCK CONCRETE DOCK REPLACEMENT PROJECT.
BOARD MEETING OF AUGUST 3, 2023

Sections near the far end of B dock have old concrete docks that have been in use for over 40 years and need replacement. The current conditions of the docks are not only causing the District staff constant maintenance needs, they are also hindering our ability to provide electrical services the berthing slips located at the far end of B dock.

In anticipation of the MLHD 23/24 Budget approval and to address the concrete dock issue, staff begin working with our consultant Sea Engineering earlier this spring to make the necessary arrangements needed to acquire concrete docks and have installation completed as quickly as possible after July 1, 2023, once the FY 23/24 Budget was in effect.

Our current MLHD Budget FY 23/24 includes the B Dock Concrete/Electrical Project to address the above dock conditions with a budgeted amount of \$350,000. Staff has received a proposal from Kie-Con to provide new concrete docks to match our existing dock structure as needed at a cost of \$343,900. Staff has included a copy of the Kie-Con proposal and a map showing the concrete dock replacement location (highlighted orange) to this report for reference.

Staff recommends that the Board of Harbor Commissioners review the attached proposal and consider approval of the expenditure of \$343,900 allowing the General Manager to accept the Kie-Con proposal, purchase the needed concrete docks, and replace the old docks located at the far end of B dock.

KIE-CON INC

3551 Wilbur Avenue, Antioch, CA 94509, (925) 754-9494 Fx (925) 754-0624
 Contractors License CA#953357, NV#0078607, DIR#1000001161
 An Equal Opportunity Employer

PROPOSAL

Rev 1

TO: ESTIMATING DEPARTMENT	Date: July 12, 2023	Page: 1 of 5
	Project Title: Moss Landing Harbor	
	Contact: Estimating	
	Location: Moss Landing, California	

Quotation No: 23-070 Specification No: Bid Date: 07/12/23

WE PROPOSE TO FURNISH ALL OF THE MATERIALS AND/OR SERVICES AS LISTED BELOW, FOR THE ABOVE NAMED JOB, FOR THE FOLLOWING PRICES AND SUBJECT TO THE TERMS AND CONDITIONS STATED. ALL QUANTITIES ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF ESTABLISHING UNIT PRICES. THEY ARE NOT TO BE CONSIDERED AS A GUARANTEED BILL-OF-MATERIALS.

BID ITEM NUMBER	APPROX QTY	UNIT	DESCRIPTION	TOTAL PRICE
Opt 1	1,486	sf	Furnish Precast Concrete Floating Docks (M2, M3, M6, M7, F8, & F9)	\$ 297,000.00
	6	loads	Freight Allowed To Jobsite	\$ 13,800.00
	161	sf	Furnish Precast Concrete Floating Docks (F6)	\$ 30,800.00
	1	load	Freight Allowed To Jobsite	\$ 2,300.00
Opt 2	1,647	sf	Total price including tax...	\$ 343,900.00

NOTES:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Price includes 7.75% sales tax. 2. Price includes the following; <ul style="list-style-type: none"> a) Fabricating floats per IMFS design. b) Installation of cleats, lumber, rub rail, and pile guides. c) Transportation by truck to Moss Landing, CA d) Epoxy rebar (A775) e) Stamped Design | <ol style="list-style-type: none"> 3. Price excludes the following; <ul style="list-style-type: none"> a) Supply or installation of utilities. b) On-Site Survey. c) Removal of existing floats or piles. d) On-Site Survey. e) Unloading floating docks from truck. f) Installation or placement in water. 4. Maximum float weight is approximately 70,100 lbs. 5. See attached proposed layout. |
|---|---|

THIS PROPOSAL INCLUDES AND IS MADE SUBJECT TO THE ATTACHED GENERAL TERMS AND CONDITIONS.

THE TERMS AND CONDITIONS OF THIS PROPOSAL ARE TO BECOME A PART OF ANY CONTRACT RESULTING FROM THIS PROPOSAL. BUYER SHALL MAKE PAYMENT IN FULL WITHOUT RETENTION, WITHIN 30 DAYS FROM THE DATE OF SELLER'S INVOICE. A FINANCE CHARGE OF 1-1/2% (18% ANNUAL INTEREST) WILL BE ADDED TO ALL OVERDUE ACCOUNTS. BUYER AGREES TO PAY FOR MATERIAL MANUFACTURED AND ON HAND A SELLER'S PLANT.

F.O.B: Jobsite

TERMS: As Stated Above

DELIVERY/SHIPME As mutually agreed

SUBMITTED BY: _____

TAXES: Included in Unit Price

James Dirk

SHOULD YOU DESIRE TO ENTER INTO A CONTRACT WITH US ON THE BASIS SET FORTH ABOVE AND ATTACHED HERETO, PLEASE SO INDICATE BY SIGNING AND RETURNING TO US, WITHIN 90 DAYS FROM THE DATE HEREOF, THE ORIGINAL AND ONE COPY OF THIS PROPOSAL WHICH SHALL BECOME A CONTRACT UPON, BUT NOT BEFORE, ACCEPTANCE BY OUR FIRM. UPON SUCH ACCEPTANCE, A DULY EXECUTED COUNTERPART WILL BE RETURNED TO YOU. UNITS STORED IN OUR PLANT LONGER THAN 4 MONTHS WILL REQUIRE FULL PAYMENT. A STORAGE FEE OF 1% PER MONTH WILL BE ADDED TO ALL UNITS NOT SHIPPED AFTER FOUR MONTHS.

ACCEPTED:

ACCEPTED:

BUYER: _____

SELLER: _____

BY: _____

BY: _____

DATE: _____

DATE: _____

SPECIAL PROVISIONS

This proposal is based upon the following additional terms and conditions:

Kie-Con has a license agreement with I.M.F.S. International Marine Floatation Systems Inc. to market and manufacture their concrete floating dock system.

1. Scope of Work:

- a) Kie-Con / IMF will provide installation drawings, details and calculations to the extent and scope of our work.
- b) Units shall be built in accordance with the project specifications and IMF patented design.
- c) Kie-Con / IMF will supply Option 1 – (6) precast concrete floats (approx. 1,483 sf) and Option 2 – (7) precast concrete floats (approx. 1,645 sf). See attached proposed layout.
- d) Kie-Con cannot proceed with any work without a signed contract.

2. Schedule:

- a) This quotation is based on a mutually agreeable schedule.
- b) Our goal work with the contractor to best accommodate your schedule, however with our current work load we are looking at a best / worst case scenario for design of Aug 23 through Oct 23, and a best / worst case fabrication of Oct 2023 through Jan 2024.
- c) Kie-Con will determine casting schedule to best utilize our forming layout and the installation sequence.

3. Included in our Scope:

- a) Dock shall come pre-assembled with walers & bumper rail.
- b) Connection hardware for installation (bolts, rubber blocks, rubber washers, steel washers) shipped loose.
- c) Pipe chase shall consist of PVC pipe with pull boxes (as required).
- d) Pile hoops shall be furnished by Kie-Con (shipped loose); installation shall be done in the field. Kie-Con will supply (7) pile guides in option 1, (8) pile guides in option 2.
- e) Price excludes any utilities running through pipe chases installed in floats (if/as required).
- f) Price is based on using regular weight concrete.

4. Acceptance:

- a) Acceptance shall be considered to have occurred once our product is checked by owner/contractor at our facility prior to delivery.

5. Excluded from our Scope:

- a) Any precast not described in this proposal or any items that are not cast into the precast units unless specified in this proposal.
- b) Piles or pile driving.
- c) Installation of floats or moving floats from trucks to water.
- d) Utility pedestals, locker boxes, or dock boxes (if required).
- e) All mechanical (sewer, water, fire, fuel) and/or connection brackets/inserts.
- f) Our price is based on sewer, water, and fire lines located outside of float, and installed by others (if required).
- g) Electrical service (transformers, wiring, conduit, outlets, lights, etc., if required)
- h) Communication service (panels, etc., if required)
- i) Access ramps, gangways, or gates (if required).
- j) Price excludes any outside or independent inspection.
- k) Any coatings, water proofing, sealing, painting, or preparation thereof.
- l) Field measurements or field surveying.

5. Installation (by others):

- a) GC shall transfer floats from trucks to water.
- b) GC to move floats to position and fasten them to the existing dock/piles.
- c) GC shall install external pile guides.
- d) As we are not erection, Kie-Con will provide lifting inserts for handling product in our yard and for loadout. For erection GC shall notify Kie-Con if additional inserts or locations are required. Kie-Con is not responsible for the way the floats are transported at the jobsite.

6. Certification & Inspection:

- a) Kie-Con is certified by Caltrans as an approved fabricator, and PCI Certificate. We are also an approved fabricator for the City of Los Angeles.
- b) Kie-Con does not include any outside inspection. We provide in-house Quality Control which includes our own Quality Assurance and Concrete Testing, each in accordance with ASTM, PCI, and ICBO standards & specifications.

7. Escalation:

- a) Price is valid for 30 days.
- b) Once a contract has been signed, if Kie-Con is directed not to cast product within mutually agreeable schedule, quoted price will be subject to re-evaluation based on the current market escalations.
- c) Add 5% annually to product cast after 1 year from bid date.

GENERAL TERMS

1. **SPECIFICATIONS:** All material and workmanship furnished by the Seller, unless otherwise provided in this proposal, shall conform to the Standard Building Code Requirements for Reinforced Concrete, Prestressed Concrete Section, and to the tolerance allowances as prescribed by the Prestressed Concrete Institute's latest manuals for Quality Control of Precast Prestressed and Architectural Precast Products. All the prestressed/precast concrete in this proposal shall be fabricated of plain grav concrete unless otherwise specified. Manufacture shall be in accordance with our standard procedures including, but not to be limited to, mix designs, curing, surface treatment and product handling. Certain form marks, discoloration, and air pits are characteristic of the material and should therefore be expected on the surface of the products. The quality of the products is to be comparable to the standards of the precast industry for structural precast concrete.
2. **DESIGN:** The Buyer retains responsibility for the suitability, accuracy, correct detailing, structural adequacy or performance of designs, engineering or specifications submitted by the Buyer and used in the structures included in this proposal. Any engineering or design performed by the Seller will be performed in accordance with the standard of care and skill ordinarily used by members of manufacturers practicing under the same or similar circumstances at the same time in the same locality. Such engineering or design is limited solely to the individual components provided under this agreement by Seller. No building design or inspection is implied. Seller's responsibility for any engineering or design provided by any design professional under contract to Seller shall be limited to the recoveries from the insurance carried by such design professional. Seller shall have no responsibility for the integration of its design and product into neither the total project design nor the way its product is incorporated into the structure, which shall remain the responsibility of the Buyer's Engineer of Record. No language in the Engineer's stamp on drawings shall add to Seller's obligations for the design. Seller makes no other warranties, express or implied, in connection with this Agreement or otherwise, in connection with engineering or design provided by the Seller.
3. **BACKCHARGES:** Remedial jobsite work shall be performed by Seller using Seller's crews. No back charges will be accepted unless approved in writing by an authorized representative of Seller. If so authorized, invoicing of complete charges must be received in Seller's office within 15 days of authorization to receive consideration.
4. **ACCEPTANCE:** Materials only: Acceptance shall be considered to have occurred upon delivery of product on Buyer's prepared barge or truck. Acceptance is subject only to the guarantees of Section 7.
5. **GUARANTEES:** The Seller guarantees all workmanship and material furnished by it under this proposal to be of good workmanship and material and in accordance with plans and specifications referred to in this proposal. Seller shall be responsible to correct, repair or replace defects, whether latent or patent, for a period of five years following completion of the work, assuming proper maintenance has been done in accordance with the "Floating Dock System Operation and Maintenance Procedures" manual.
6. **BUYER'S REMEDIES:** Buyer's remedies with respect to any claim arising out of this order or its performance, including any claim arising out of any defect or alleged defect in goods or services, shall be limited to the right of correction, repair, or replacement at the point of delivery specified herein of such goods or services as provided above, or, at Seller's election, to the repayment of the purchase price. In no event shall Seller be liable for special, indirect, consequential, or incidental damages of any nature, including but not limited to loss of revenue, loss of us, lost profits or revenue, or interest charges, whether arising in contract, tort (including negligence), strict liability or otherwise with respect to the goods or services provided. Any claim of defective work must be made within twenty-four hours of delivery of the material and Seller shall be provided reasonable opportunity to investigate the merits of such claim.
7. **RISK OF LOSS:** The Seller shall assume Risk of loss or damage to any material included in this proposal until its material has been delivered, unless Buyer is responsible for the transportation then Seller shall assume Risk of loss or damage to any material in this quotation until its material has been loaded on Buyer's prepared truck or barge.
8. **TITLE:** Title to material shall pass to the Buyer upon payment in full to the Seller.
9. **CONTRACTS:** A FORMAL PURCHASE ORDER OR CONTRACT SUBMITTED IN LIEU OF A SIGNED COPY OF THIS PROPOSAL MUST STIPULATE: "TERMS AND CONDITIONS SET FORTH IN THE ATTACHED PROPOSAL NO. 23-070, DATED June 28, 2023, ARE INCORPORATED HERIN AND SHALL GOVERN OVER ANY CONFLICTING TERMS OF THIS AGREEMENT." SELLER RESERVES THE RIGHT TO REJECT ANY SUBCONTRACT TENDERED, WHICH IS INCONSISTENT WITH TERMS OUTLINED HEREIN. SELLER WILL NOT START FABRICATION UNLESS AND UNTIL A THIS AGREEMENT OR CONTRACT IS FULLY EXECUTED.
10. **BONDS:** This price excludes all cost for payment and performance bonds, if bonding is required use **0.5 percent**.
11. **DRAWINGS:** The Buyer shall furnish Seller with all information, instructions and drawings requisite for the execution of the work.
12. **ARBITRATION:** All disputes arising in connection with the agreement except the payment of amounts due and payable shall be settled by arbitration. The arbitration shall be held in Concord, California and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
13. **INDEMNIFICATION:** Seller shall indemnify and hold harmless Buyer from and against any and all claims, demands, damages and liability to the extent arising out of the negligence or willful misconduct of Seller in its performance of the agreement.

14. **INSURANCE:** Prior to commencement of the work, Seller shall furnish evidence of , and thereafter maintain the following types and amounts of insurance:
- Workers' Compensation - Statutory and Employer's Liability of \$1,000,000 each accident;
 - Commercial General Liability - \$1,000,000 each occurrence / \$2,000,000 annual aggregate Combined Single Limit;
 - Automobile Liability - \$1,000,000 each accident Combined Single Limit.
- Seller shall provide Buyer with certificates of insurance evidencing such insurance as outlined above prior to beginning any work. Such certificate shall provide for thirty (30) days advance written notice of cancellation.
15. **PAYMENT:** Buyer shall pay for material manufactured and on hand at Seller's Plant. Buyer shall make payment in full within thirty (30) days from the date of Seller's invoice. No retention shall be held. In the event of Buyer's failure to make payment within the time provided, Seller shall have the option, upon forty-eight (48) hours' notice, to suspend further deliveries until such time is payment is received. Upon resumption of deliveries, Seller shall be entitled to an equitable adjustment of contract time and price for any time lost or additional costs of performance arising out of such suspension. Seller shall be entitled to interest on late payments at the rate of one percent (1%) per month until paid in full.
16. **PAYMENT SCHEDULE:** Buyer shall pay for material manufactured and on hand at seller's plant.
17. **SECURITY FOR PAYMENT:** Buyer shall, prior to the date for commencement of work, furnish Seller with satisfactory security for payments in the form of an irrevocable standby letter of credit, escrow account, payment bond or other security in an amount and form, and from a bank or surety, acceptable to Seller. Acceptance of a contract by Seller is contingent upon Seller's satisfaction with security for payments due for the work or material.
18. **LIENS:** Upon payment by Buyer of amounts due Seller hereunder, Seller shall discharge and hold Buyer harmless of any liens, claims, stop notices, or attachments, presented or file by any person or firm performing labor or furnishing materials in connection with the work or material furnished hereunder.
19. **SCHEDULE:** Seller shall deliver the materials in accordance with the schedule provided in this proposal or in accordance with a mutually agreed schedule.
20. **OVERTIME:** The price or prices herein stated are based upon work being done on the basis of a normal forty hour week, Monday through Friday. Buyer agrees to pay Seller any extra cost resulting from overtime work required by Buyer.
21. **FORCE MAJEURE:** Seller shall be excused for delays in the performance, in whole or in part, of any contract made on the basis of this proposal resulting from Acts of God; fire or flood; inclement weather; strike or labor difficulties; war; riot; embargo; delays, losses or damages in transportation; shortages of fuel and labor or materials; acts of civil or military authorities; or any other cause beyond Seller's control and without Seller's fault.
22. **LIMITATION OF LIABILITY:** Seller's liability to Buyer for any loss or damage in any manner arising out of or in connection with the performance of this agreement shall not exceed five percent of the contract price.
23. **COMPLIANCE WITH LAWS:** Seller shall comply with all laws, rules, and regulations applicable to its services.
24. **SAFETY:** Buyer to provide all reasonable safety requirements pertaining to Seller's work, without limiting the generality of foregoing, it shall comply with all applicable laws, ordinances, rules, regulations and orders issued by any public or governmental body or authority, whether federal or otherwise, including, but not limited to occupational safety and health legislation and, in addition, the safety measures called for by the Seller.
25. **DOCUMENTS:** All documents, reports, data and other information developed by Seller in the performance of the agreement shall remain the property of Seller unless otherwise specifically agreed in writing by the parties.
26. **CONTROLLING LAW:** This agreement shall be governed by the law of the state of California.
27. **ATTORNEYS FEES:** In the event of arbitration or suit in court in connection with any disputed matter arising under this Subcontract, the prevailing party shall be entitled to recover all costs, expenses and attorney fees in addition to any other relief granted by the court.
28. **ENTIRE AGREEMENT:** The terms and conditions set forth in this Proposal and any documents incorporated herein by reference, constitute the entire agreement between Buyer and Seller, and supersede any oral or written communication unless the terms thereof are expressly referenced and incorporated. No additional terms and conditions whether contained in a purchase order issued by Buyer or elsewhere, shall be binding upon Seller unless expressly agreed to in writing.

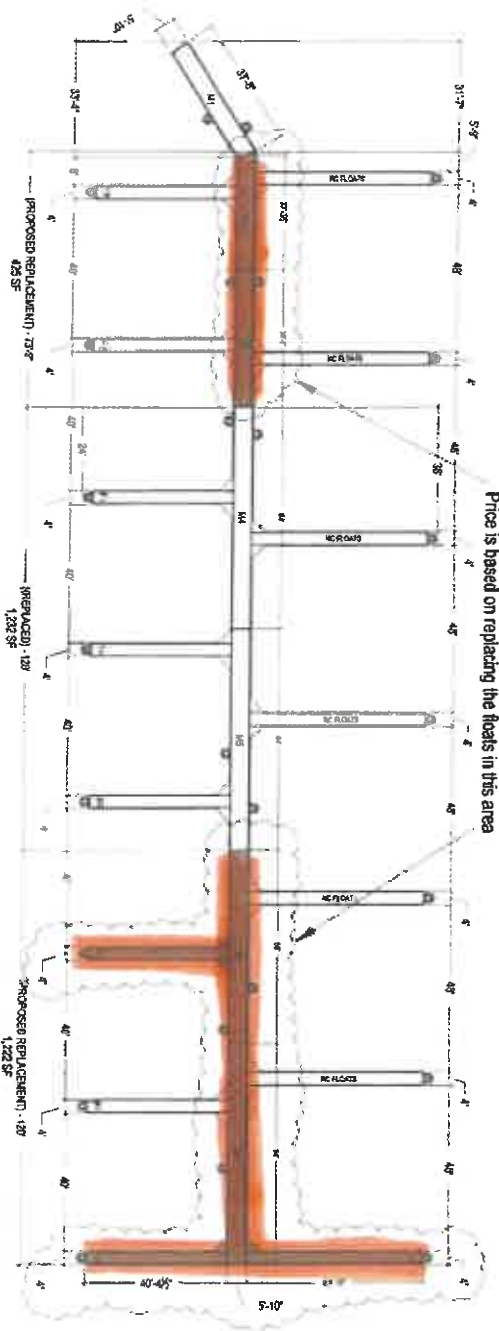
Contractor's License No. 953357
 Federal I.D. No. 01-0969687

KIECON Inc.

By: _____ Date: _____, 2023

ACCEPTANCE AND AGREEMENT:

By: _____ Date: _____, 2023



PROPOSED - OPT 2 (1,847 SF)

MOSS LA
MOSS

Est. No: 23-070

NO.	DATE	REVISION
1		Issue for Review
2		Issue for Construction
3		Issue for Construction
4		Issue for Construction
5		Issue for Construction
6		Issue for Construction
7		Issue for Construction
8		Issue for Construction
9		Issue for Construction
10		Issue for Construction

PRECAST LAYOUT

PC-1



BOARD OF COMMISSIONERS
Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 20 – CONSIDER APPROVING CONSTRUCTION PERMIT FOR BUTANO GEOTECHNICAL ENGINNERING TO COMPLETE BORING AND SOIL SAMPEL COLLECTION.

BOARD MEETING OF AUGUST 3, 2023

Attached is a copy of a construction permit for Butano Geotechnical Engineering to complete boring and soil sample collection just north of the MBARI pier. Though this work is associated with a future installation of a dolphin pile for MBARI, the issuance of this permit would only address the Geotechnical field investigation, to include boring (4" - 8" diameter) to approximately 100' below the mud level while collecting soil samples every 5 to 10 feet using a barge mounted drill rig located approximately 30' or so north of the MBARI pier as shown on the included map.

This project is expected to be a 3 day operation with no anticipated adverse effects to vessels navigating in Moss Landing Harbor, the Harbor property or its submerged lands. If issued by the Board, staff recommends a special condition be included in the permit limiting the working hours of the project to 8am - 6pm, limiting any noise related to the project in the late evenings or early mornings.

Staff recommends that the Board of Commissioners review the permit application, direct staff to include any additional special conditions they deem appropriate and approve the General Manager's issuance of the Construction Permit to Butano Geotechnical Engineering to complete the field investigation as detailed above.



Moss Landing Harbor District

7881 Sandholdt Road
 Moss Landing, CA 95039
 (831) 633-5417, Fax (831) 633-4537

CONSTRUCTION PERMIT APPLICATION

Section I - Applicant Information

Name of Project	MBARI Mooring Dolphin
Name of Organization	Butano Geotechnical Engineering, Inc.
Mailing Address	404 Westridge Drive
City, State, Zip Code	Watsonville, Ca 95076
Telephone Number	831-724-2612

Section II - Permittee Information

Name of Contact	Scott Clark
Mailing Address	404 Westridge Drive
City, State, Zip Code	Watsonville, Ca, 95076
Telephone Number	805-216-9797
Fax Number	
E-Mail Address	scott@butanogeotech.com

Section III – Facilities Information

Duration of Project: Phase 1	Possible Start 3 rd Week of August 2023
<p>Specific Description of Activity: Provide a narrative including general description of project, ownership, future maintenance plans, etc, and a graphic description of the interior and/or exterior elements of the project including square footage and (if applicable) any work areas, restroom facilities, storage, public access, landscaping, etc.</p> <p>Site Plan Attached</p>	<p>Geotechnical Field Investigation. The work will include advancing one vertical boring to approximately 100 feet blow mud level (harbor floor). The boring will be between 4 and 8 inches in diameter. Soil samples will be collected from the boring at regular intervals (every 5 to 10 feet). The boring will be drilled using a barge mounted drill rig. The location of the proposed boring will be approximately 30 feet (± 20 feet) north of the MBARI pier.</p>

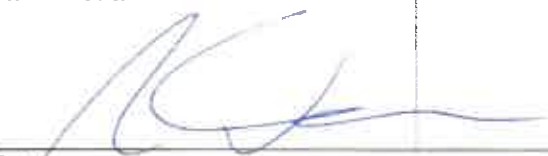
Specific Details: Facilities to be Used, e.g. District Waters, Docks, Parking Lot, Staging Areas. If staging area is on District property, a separate Lease Agreement is required pertaining exclusively to staging.	Facilities used will be the boat launch ramp for unloading barge and storing the trailer, MBARI pier
Specific Location of Activity:	30 feet (± 20 feet) north of the MBARI pier (See Attached Photo)
Other Details: such as Operating Hours, Type of Equipment to be Used, Materials, Outside Contractors, etc.	Anticipated to be a 3 day operation. Day 1: Mobilizing equipment and set up at drill location Day 2: Drill Day 3: Break down and demobilize equipment
Number of Vessels and/or Vehicles, etc. used during construction.	1 barge (and transport rig)
Emergency Contact Information (other than primary organization and contact person)	Greg Bloom 831 455 5959

Section IV - Fees

MLHD Ordinance Code §20.100B	
CEQA Review (Ord. Code §20.240)	

I hereby certify that the information contained above is true and accurate to the best of my knowledge. I further certify that I will faithfully comply with all Conditions of any Permit that may be issued that are required by the District and that I will assure that the permitted use is carried out in full compliance with all applicable statutes, regulations, and rules including Ordinances of the District, and any other entity that may have jurisdiction over the use or the site.

APPLICANT:



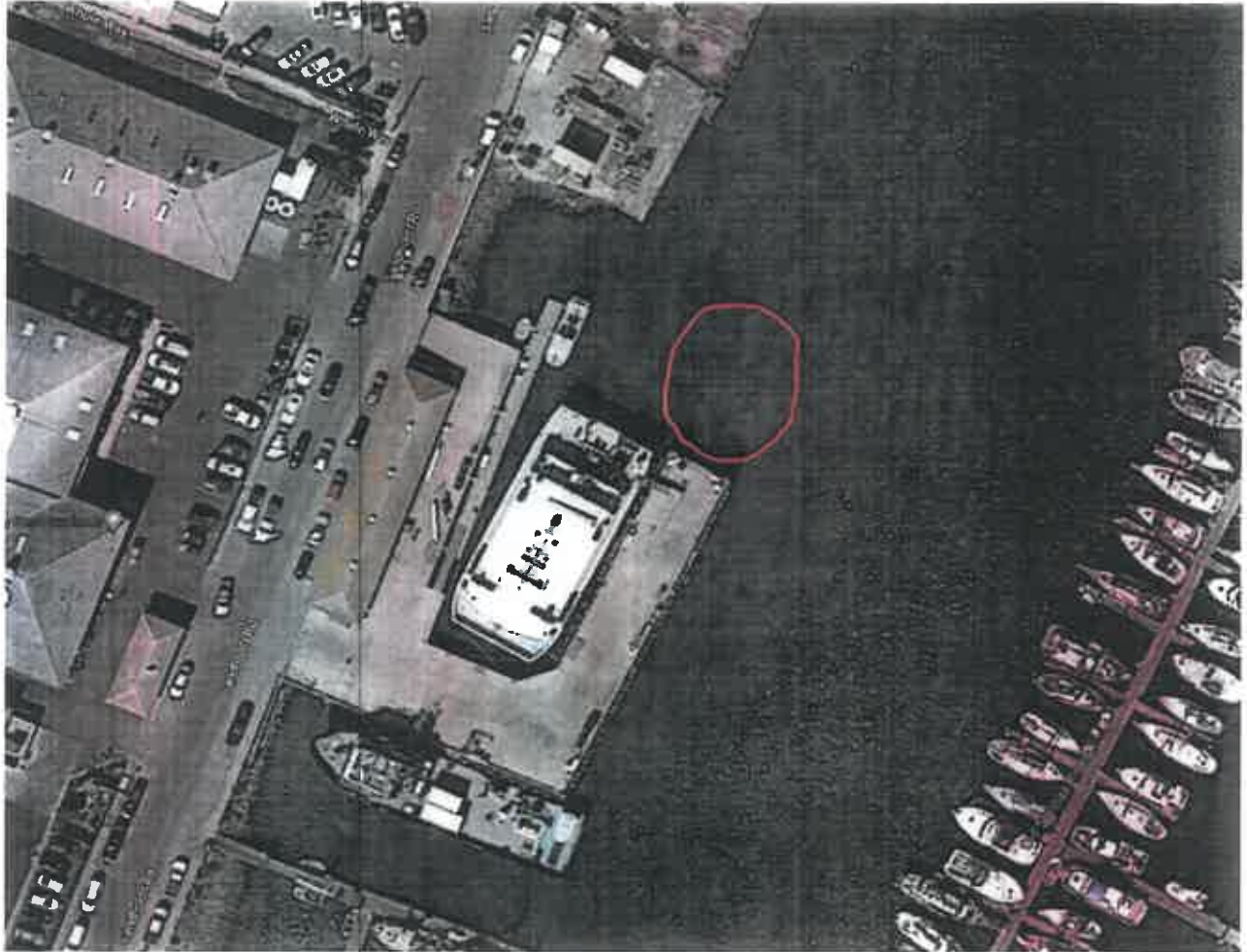
 Signature
 Staff Engineer

 Title

7/5/23

 Date

Proposed vicinity of work shown in red in image below





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael Thomas(9686342) 3233 Valencia Ave Ste B2 Aptos CA 95003-4127	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C, NO, EXT): 831-334-1377</td> <td style="width: 50%;">FAX (A/C, NO): 831-685-3720</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: mthomas3@farmersagent.com</td> </tr> </table>	PHONE (A/C, NO, EXT): 831-334-1377	FAX (A/C, NO): 831-685-3720	E-MAIL ADDRESS: mthomas3@farmersagent.com									
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INSURED BUTANO GEOTECHNICAL ENGINEERING, INC 404 WESTRIDGE DR WATSONVILLE CA 95076	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: kinsale Insurance Company</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Admiral Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: kinsale Insurance Company	NAIC #	INSURER B: Farmers Insurance Exchange		INSURER C: Mid Century Insurance Company		INSURER D: Admiral Insurance Company		INSURER E:		INSURER F:	
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INSURER B: Farmers Insurance Exchange													
INSURER C: Mid Century Insurance Company													
INSURER D: Admiral Insurance Company													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			0100086365	05/19/2023	05/19/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			602656376	05/19/2023	05/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A09492236	05/19/2023	05/19/2024	PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A	N/A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Professional Liability			E0000050010-01	05/19/2023	05/19/2024	Each Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Moss Landing Harbor District, its elected officials, officers, agents and employees as additional insured

CERTIFICATE HOLDER Moss Landing Harbor District 7881 Sandholdt Road Moss Landing, CA 95039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



BOARD OF COMMISSIONERS
Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 21 – CONSIDER A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING SECTION VIII. COMMITTEES OF THE “BYLAWS OF THE BOARD OF COMMISSIONERS” CONFIRMING AUTHORITY TO APPOINT RESIDENTS TO BOARD COMMITTEES AND PROVIDING A STIPEND FOR SERVICE THEREON
BOARD MEETING OF AUGUST 3, 2023

In order to conduct a variety of items of business, the Moss Landing Harbor District Board of Harbor Commissioners has established provisions in its Bylaws allowing the formation of committees. See also Harbor and Navigations Code Section 6078 authorizing the Board to carry out acts necessary and convenient for the full exercise of its powers. Current committees include but are not limited to Real Property Committees 1 and 2, the Elkhorn Slough Advisory Committee, and the Liveaboard Committee. These committees, which are advisory only, meet on an as-needed basis and provide an important means of gathering information and allowing interaction between the Commissioners and harbor residents, users, constituents, and representatives of other governmental bodies.

Although Staff believes that authority for the appointment of persons other than commissioners to such committees already exists, Staff has received direction to prepare amendments to the Bylaws establishing authority to make such appointments and to provide a stipend for service on such committees. The recommended stipend, which is meant to provide a fixed regular sum for costs incurred in travel to and from and participation on such committees, is the same per-meeting compensation afforded to commissioners, \$125 per meeting. See Harbor and Navigations Code Section which authorizes the Board to fix “compensation” for the district’s subordinate officers and employees.

The proposed amendments to Bylaws Section VIII-Committees of the Board will:

1. Specify that the Board’s President may establish committees comprised solely of Board members, or where deemed appropriate by the Board, of either a combination of Board members and district residents or wholly of district residents.
2. Establish minimum requirements for appointment to Board Committees; namely, committee appointees must be residents of the District, be a minimum of eighteen years of age, and must be registered voters. These requirements are similar to the requirements used by other bodies in making commission and committee appointments.
- 3 Provide that all resident committee members appointed by the President shall be entitled to a per-meeting stipend for carrying out their committee obligations, equal to the per-meeting rate of compensation paid to Commissioners. This stipend will generally be subject to the rules and

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM NUMBER 21- BYLAWS AMENDEMENT RESO 23-03
8/3/2023 MEETING

regulations (e.g., cap on funds received per Harbor and Navigations Code Section 6060) set forth in Bylaws Section V.C.

Staff recommends that the Board of Harbor Commissioners consider adopting Resolution 23-03, amending the Board's Bylaws so as to accommodate the appointment of District residents to various Board committees and authorizing the payment of a stipend for such service.

EXHIBIT A

AMENDMENTS TO SECTION VIII- COMMITTEES OF THE BOARD, OF THE “BYLAWS OF THE BOARD OF COMMISSIONERS- MOSS LANDING HARBOR DISTRICT”

VIII. COMMITTEES OF THE BOARD

A. Appointment and Terms of Members of Board Committees

The President of the Board shall have authority to establish all Board committees and to appoint the members thereof, or committees may be established by a vote of three (3) members of the Board. Appointments are for one year. Committees may be comprised solely of Board members, or where deemed appropriate by the Board, of either a combination of Board members and district residents or wholly of district residents. The minimum requirements for appointment to Board Committees shall be as follows: 1) must be a resident of the District; 2) must be a minimum of eighteen years of age; 3) must be a registered voter.

B. Committee Membership

The General Manager shall be an ex officio member of all committees of the Board and its adjunct organizations, such as the California Special Districts Association, California Marine Affairs and Navigation Conference, where he/she will represent the Board unless the Board directs otherwise.

C. Stipend for Committee Resident Members

All resident committee members appointed by the President shall be entitled to a per-meeting stipend for carrying out their committee obligations, equal to the per-meeting rate of compensation paid to Commissioners set forth in Section V. C. 1. Said stipend shall generally be subject to the rules and regulations (e.g., cap on funds received per Harbor and Navigations Code Section 6060) in Section V.C.

RESOLUTION NO. 23-03

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING SECTION VIII- COMMITTEES OF THE “BYLAWS OF THE BOARD OF COMMISSIONERS” CONFIRMING AUTHORITY TO APPOINT RESIDENTS TO BOARD COMMITTEES AND PROVIDING A STIPEND FOR SERVICE THEREON

WHEREAS, in order to conduct a variety of items of business, the Moss Landing Harbor District Board of Harbor Commissioners has established provisions in its Bylaws allowing the formation of committees; and

WHEREAS, the Board’s committees, which are advisory only, meet on an as-needed basis and provide an important means of gathering information and allowing interaction between the Commissioners and harbor residents, users, constituents, and representatives of other governmental bodies; and

WHEREAS, although the Board believes that such authority already exists, the Board desires to amend its Bylaws to establish specific authority to make appointments of non-elected District residents to such committees where deemed appropriate, and to provide a stipend for such service equal to the per-meeting compensation afforded to commissioners, currently set at \$125 per meeting.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Harbor Commissioners of the Moss Landing Harbor District, that Section VIII. Committees of the Board of the “Bylaws of the Board of Commissioners-Moss Landing Harbor District” are hereby amended in the manner set forth in Exhibit A, which by this reference is incorporated herein as though set forth in full. The new language is highlighted in said Exhibit.

This resolution was adopted at a special meeting of the Moss Landing Harbor District Board of Harbor Commissioners on August 3, 2023, to become effective immediately, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners