



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

September 25, 2024 – 7:00 P.M.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/81510407816?pwd=ZEpvi751Im4oAO81MEuXyDuImmbqug.1>

Meeting ID: 815 1040 7816

Passcode: 581498

One tap mobile

+16694449171,,81510407816#,,,,*581498# US

+16699006833,,81510407816#,,,,*581498# US (San Jose)

A. CLOSED SESSION

A Closed Session will be held immediately prior to the public open meeting, and will begin at **6:30 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. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park- licenses and easements. Negotiating parties: General Manager and District Counsel.
2. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code §54956.8 regarding the current ground leases of 2 storage buildings located at 7881 Sandholdt Rd, currently operated by Moss Landing Marine Storage.

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 July 31, 2024 Meeting Minutes

F. FINANCIAL REPORT

2. Financial report month ending August 31, 2024

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. ITEM – CONSIDER AMENDEMENT TO THE LEASE AGREEMENT WITH MOSS LANDING MARINE STORAGE TO CHANGE THE LEASSE EXPIRATION DATE TO NOVEMBER 1, 2024

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

20. ITEM – ORDINANCE NO. 215 OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING CHAPTER 12- DISTRICT PROPERTY REGULATIONS AND TABLE 20.100- DISTRICT FEE SCHEDULE OF THE MOSS LANDING

HARBOR ORDINANCE CODE TO CHANGE STORAGE UNIT FACILITY REQUIRED DEPOSIT AMOUNTS.

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

21. ITEM – RESOLUTION 24-04 RQUEST FOR MLHD FORD F-150 MAINTENANCE TRUCK TO BE DECLARED SURPLUS PROPERTY

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

J. INFORMATIONAL ITEM

The General Manager will provide the Board an update regarding Ordinance No. 212

K. COMMISSIONERS COMMENTS AND CONCERNS

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

L. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled October 23, 2024 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

August 28, 2024 – 7:00 P.M.

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

<https://us06web.zoom.us/j/81071220863?pwd=KNzqUfcG9DemCpvpzPg50DEedWEINe.1>

Meeting ID: 810 7122 0863

Passcode: 486433

One tap mobile

+16699006833,,81071220863#,,,,*486433# US (San Jose)

+16694449171,,81071220863#,,,,*486433# US

A. CLOSED SESSION

A Closed Session will be held immediately prior to the public open meeting to consider the following items:

1. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park- licenses and easements. Negotiating parties: General Manager and District Counsel.
2. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code §54956.8 regarding the current ground leases of 2 storage buildings located at 7881 Sandholdt Rd, currently operated by Moss Landing Marine Storage.
3. Confer with District Counsel pursuant to Government Code Section 54956.9 (a)(d)(2) - regarding potential litigation.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:25PM. 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 July 31, 2024 Meeting Minutes. A motion was made by Commissioner Soto, seconded by Commissioner Lomeli to approve the June 2024 Meeting Minutes. The motion passed unanimously on a roll-call vote.

F. FINANCIAL REPORT

2. Financial report month ending July 31, 2024. GM Razzeca gave the report. A motion was made by Commissioner Goulart, seconded by Commissioner Soto to accept the financial report. The motion passed unanimously 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 – nothing to report
4. Summary of Permits Issued – nothing to report
5. Meeting Announcements – nothing to report
6. Assigned Liveboard Report – nothing to report
7. Slip Income Report – nothing to report
8. Incident Report – nothing to report

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Goulart – Written report/ no questions
10. Elkhorn Slough Advisory Committee – Lomeli– Written report/ no questions
11. Special Districts – Jeffries/Ferrante – Written report/ no questions
12. Liveboard Committee – Soto/Lomeli – Written report/ no questions
13. Harbor Improvement Committee – Soto/Lomeli – Written report/ no questions
14. Real Property Committee I – Jeffries/Ferrante/Leonardini(Appointed Public Representative) – Written report/ no questions
15. Real Property Committee II – Goulart/Soto – Written report/ no questions
16. Personnel Committee – Jeffries/Goulart – Written report/ no questions
17. Ad Hoc Budget Committee – Goulart/Soto – Written report/ no questions
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. ITEM – CONSIDER THE APPROVAL OF HALEY & ALDRITCH CHANGE ORDER.
 - a. Staff report – GM Razzeca gave the report
 - b. Public comment - None
 - c. Board discussion
 - d. Board action - A motion was made by Commissioner -Jeffries, seconded by Commissioner Ferrante to approve the Haley and Aldrich Change order. The motion passed unanimously on a roll-call vote.

20. ITEM – AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING CHAPTER 12- DISTRICT PROPERTY REGULATIONS AND TABLE 20.100- DISTRICT FEE SCHEDULE OF THE MOSS LANDING HARBOR ORDINANCE CODE TO ESTABLISH NEW STORAGE UNIT FACILITY REGULATIONS AND CHARGES

- a. Staff report –GM Razzeca gave the report
- b. Public comment – No Comment
- c. Board discussion – No Comment
- d. Board action – A motion was made by Commissioner Goulart, seconded by Commissioner Lomeli to Amend Chapter 12 District Property Regulations and Table 20.100 District Fee Schedule of the Moss Landing Harbor Ordinance Code to establish new Storage Unit Facility Regulations and Charges. The motion passed unanimously on a roll-call vote.

J. INFORMATIONAL ITEM

The General Manager will provide the Board an update regarding Ordinance No. 212 GM Razzeca notified the Board that Ordinance No. 212 suspending late fees related to Commercial Fisherman in the Harbor affected by the closure of fishing seasons remains in effect and that monthly updates will continue moving forward as necessary.

K. COMMISSIONERS COMMENTS AND CONCERNS

Commissioner Ferrante said on September 9th he will be attending the CSDA State Conference in Palm Desert this year and if Board members are interested in attending they can get more information from him on how to register for the event.

L. ADJOURNMENT

President Jeffries adjourned the meeting at 7:45 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 August 31, 2024

	<u>Aug 31, 24</u>	<u>Aug 31, 23</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1022 · 1st Capital Trust Account	4,010,262	3,448,939	561,323	16%
1001 · 1st Capital Operating Account	3,495,273	4,581,547	-1,086,274	-24%
1015 · 1st Capital Bank	1,910,633	1,901,106	9,527	1%
1020 · Umpqua - Restricted	1,017,348	1,017,255	93	
Total Checking/Savings	<u>10,434,016</u>	<u>10,949,347</u>	<u>-515,331</u>	<u>-5%</u>
Accounts Receivable				
1250 · Lease Receivable	4,120,790	4,687,074	-566,284	-12%
1120 · Leases				
1282 · NNN Receivable	121,960	107,650	14,310	13%
1291 · Monterey Bay Kayak % Rent	1,873	11,873	-10,000	-84%
1120 · Leases - Other	7,761	6,943	818	12%
Total 1120 · Leases	<u>131,594</u>	<u>126,466</u>	<u>5,128</u>	<u>4%</u>
1200 · Marina Receivables	180,908	164,015	16,893	10%
1201 · Marina - Allow for Bad Debt	-62,333	-30,500	-31,833	-104%
Total Accounts Receivable	<u>4,370,959</u>	<u>4,947,055</u>	<u>-576,096</u>	<u>-12%</u>
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	69,502	206,766	-137,264	-66%
Total 1271 · Prepaid Expenses	<u>69,502</u>	<u>206,766</u>	<u>-137,264</u>	<u>-66%</u>
Total Other Current Assets	<u>69,502</u>	<u>206,766</u>	<u>-137,264</u>	<u>-66%</u>
Total Current Assets	<u>14,874,477</u>	<u>16,103,168</u>	<u>-1,228,691</u>	<u>-8%</u>
Fixed Assets				
1650 · Construction in Progress	5,035,449	5,035,449		
1670 · Equipment	555,676	555,676		
1700 · Improvements				
1710 · NH Buildings & Improvements	7,016,717	7,016,717		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,525,224	8,525,224		
1740 · SH Floating Docks	9,489,310	9,583,746	-94,436	-1%
Total 1700 · Improvements	<u>26,188,144</u>	<u>26,282,580</u>	<u>-94,436</u>	<u>-0%</u>

Moss Landing Harbor District
Balance Sheet
As of August 31, 2024

	<u>Aug 31, 24</u>	<u>Aug 31, 23</u>	<u>\$ Change</u>	<u>% Change</u>
1800 · Less - Depreciation				
1805 · Equipment	-506,419	-487,219	-19,200	-4%
1810 · NH Buildings & Improvements	-5,212,789	-4,241,989	-970,800	-23%
1820 · NH Floating Docks	-524,674	-524,674		
1825 · NH Offsite Improvements	-565,864	-547,864	-18,000	-3%
1830 · SH Buildings & Improvements	-6,615,576	-6,507,576	-108,000	-2%
1840 · SH Floating Docks	-7,898,612	-7,609,048	-289,564	-4%
Total 1800 · Less - Depreciation	<u>-21,323,934</u>	<u>-19,918,370</u>	<u>-1,405,564</u>	<u>-7%</u>
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	<u>12,098,195</u>	<u>13,598,195</u>	<u>-1,500,000</u>	<u>-11%</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>26,980,261</u></u>	<u><u>29,708,952</u></u>	<u><u>-2,728,691</u></u>	<u><u>-9%</u></u>

Moss Landing Harbor District
Balance Sheet
As of August 31, 2024

	<u>Aug 31, 24</u>	<u>Aug 31, 23</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	-35,792	49,512	-85,304	-172%
Total Accounts Payable	<u>-35,792</u>	<u>49,512</u>	<u>-85,304</u>	<u>-172%</u>
Other Current Liabilities				
2013 · Accrued Expenses	76,804		76,804	100%
2020 · Accrued Salaries Payable	656	23,286	-22,630	-97%
2021 · Accrued Vacation	32,165	32,165		
2023 · Accrued Payroll Taxes	0	476	-476	-100%
2030 · Customer Deposits	364,738	365,971	-1,233	-0%
2050 · Employee 457 Payable	-332		-332	-100%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	6,927	3,864	3,063	79%
Total 2051 · Note Interest Payable	<u>6,927</u>	<u>3,864</u>	<u>3,063</u>	<u>79%</u>
2080 · Prepaid Berth Fees	197,904	240,990	-43,086	-18%
2011 · Lusamerica Reimb. Acct.	15,000	15,000		
2087 · Lease Deposits	71,625	19,625	52,000	265%
Total Other Current Liabilities	<u>765,487</u>	<u>701,377</u>	<u>64,110</u>	<u>9%</u>
Total Current Liabilities	<u>729,695</u>	<u>750,889</u>	<u>-21,194</u>	<u>-3%</u>
Long Term Liabilities				
2200 · Deferred RTU Lease Revenue	4,099,298	4,668,677	-569,379	-12%
2605 · Umpqua Loan	1,365,359	1,614,535	-249,176	-15%
Total Long Term Liabilities	<u>5,464,657</u>	<u>6,283,212</u>	<u>-818,555</u>	<u>-13%</u>
Total Liabilities	<u>6,194,352</u>	<u>7,034,101</u>	<u>-839,749</u>	<u>-12%</u>
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	14,516,124	16,199,373	-1,683,249	-10%
Net Income	-186,446	19,247	-205,693	-1,069%
Total Equity	<u>20,785,909</u>	<u>22,674,851</u>	<u>-1,888,942</u>	<u>-8%</u>
TOTAL LIABILITIES & EQUITY	<u><u>26,980,261</u></u>	<u><u>29,708,952</u></u>	<u><u>-2,728,691</u></u>	<u><u>-9%</u></u>

Moss Landing Harbor District
Statement of Cash Flows
July through August 2024

	<u>Jul - Aug 24</u>
OPERATING ACTIVITIES	
Net Income	-186,446
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1120 · Leases:1291 · Monterey Bay Kayak % Rent	18,972
1120 · Leases:1230 · Sea Harvest	10,049
1200 · Marina Receivables	3,136
1201 · Marina - Allow for Bad Debt	5,333
1250 · Lease Receivable	99,196
1120 · Leases:1282 · NNN Receivable	-6,667
1271 · Prepaid Expenses:1270 · Insurance	-69,502
1221 · Taxes Receivable	24,947
1800 · Less - Depreciation:1805 · Equipment	3,200
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	161,800
1800 · Less - Depreciation:1825 · NH Offsite Improvements	3,000
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	18,000
1800 · Less - Depreciation:1840 · SH Floating Docks	64,000
2010 · Accounts Payable	-405,877
2020 · Accrued Salaries Payable	-26,833
2023 · Accrued Payroll Taxes	-9,838
2030 · Customer Deposits	453
2080 · Prepaid Berth Fees	11,461
2087 · Lease Deposits	52,000
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-15,930
Net cash provided by Operating Activities	<u>-245,546</u>
FINANCING ACTIVITIES	
2200 · Deferred RTU Lease Revenue	-94,142
2605 · Umpqua Loan	-249,176
Net cash provided by Financing Activities	<u>-343,318</u>
Net cash increase for period	-588,864
Cash at beginning of period	11,022,878
Cash at end of period	<u><u>10,434,014</u></u>

Moss Landing Harbor District
A/P Aging Summary
As of August 31, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
AFCO Direct		-28,622.29				-28,622.29
Allied Administrators for Delta Dental		-253.42				-253.42
Bayside Oil, Inc.		1,075.00				1,075.00
CalPERS		-7,824.83				-7,824.83
Carrot-Top Industries, Inc.	488.80					488.80
Castroville "ACE" Hardware	289.27					289.27
Cintas	645.14					645.14
Despard Marine Services	125.00					125.00
DMV/Lien Sale Section	16.00					16.00
Jeremiah Pulvers	269.00					269.00
Johnson Electronics, Inc.	120.00					120.00
Mechanics Bank	1,682.59					1,682.59
Monterey Sanitary Supply	1,118.83	1,416.35				2,535.18
Pajaro/Sunny Mesa C.S.D.	4,332.27					4,332.27
PG&E		-30,000.00				-30,000.00
Randazzo Enterprises Inc.	14,880.00					14,880.00
Razzolink, Inc.		-136.85				-136.85
ReadyRefresh	134.06					134.06
Royal Wholesale Electric		10.78				10.78
Tommy Razzeca		-350.00				-350.00
U.S. Bank	3,194.30					3,194.30
U.S. Bank - Office Equipment Finance Svc		-271.21				-271.21
United Site Services of Calif., Inc.	400.25					400.25
Valero Marketing and Supply Company		-750.00				-750.00
VALIC	2,655.74					2,655.74
Vision Sevice Plan		-85.96				-85.96
West Marine Pro					-350.48	-350.48
TOTAL	<u><u>30,351.25</u></u>	<u><u>-65,792.43</u></u>	<u><u> </u></u>	<u><u> </u></u>	<u><u>-350.48</u></u>	<u><u>-35,791.66</u></u>

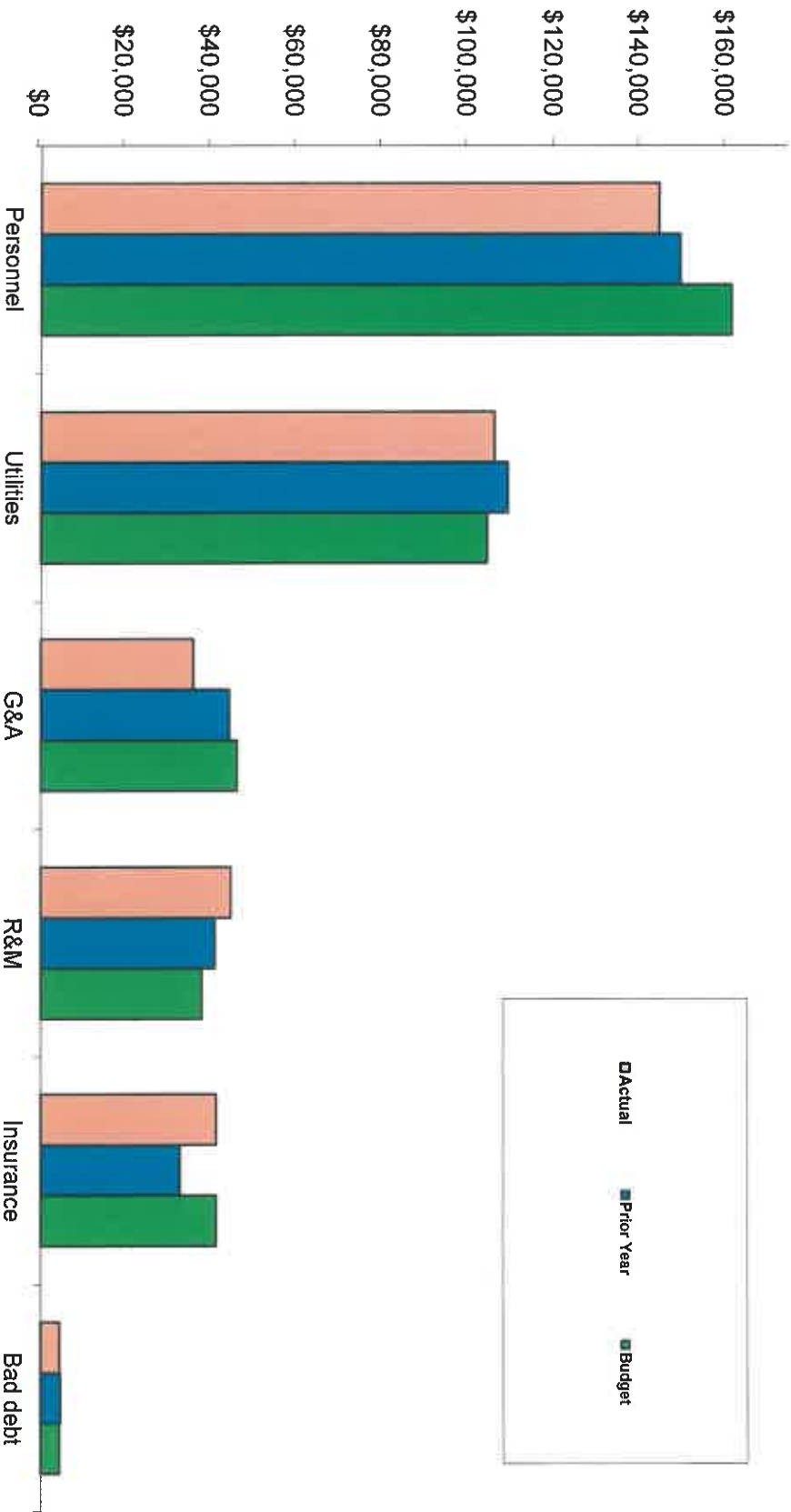
**Moss Landing Harbor District
Warrant Listing
As of August 31, 2024**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
1001 - 1st Capital Operating Account				
Check	08/01/2024		Payroll Partners	-156.85
Check	08/02/2024	4193	Neal Norris	-1,187.52
Check	08/02/2024	4194	Sadie O'Reagan	-1,231.88
Check	08/05/2024		Ventek International	-19.67
Check	08/06/2024		NPC Merchant Pymt Proc	-3,712.42
Bill Pmt -Check	08/14/2024	20914	Aaron Richardson	-473.00
Bill Pmt -Check	08/14/2024	20915	AFCO Direct	-28,622.29
Bill Pmt -Check	08/14/2024	20916	Allied Administrators for Delta Dental	-253.42
Bill Pmt -Check	08/14/2024	20917	Amber Jacobson	-500.00
Bill Pmt -Check	08/14/2024	20918	Auto Care LifeSaver Towing	-5,313.00
Bill Pmt -Check	08/14/2024	20919	Bayside Oil, Inc.	-4,067.69
Bill Pmt -Check	08/14/2024	20920	Big Creek Lumber	-365.74
Bill Pmt -Check	08/14/2024	20921	CalPERS	-7,824.83
Bill Pmt -Check	08/14/2024	20922	Carmel Marina Corporation	-9,601.94
Bill Pmt -Check	08/14/2024	20923	Castroville "ACE" Hardware	-257.97
Bill Pmt -Check	08/14/2024	20924	Cintas	-808.46
Bill Pmt -Check	08/14/2024	20925	Corralitos Electric	-7,260.00
Bill Pmt -Check	08/14/2024	20926	Dilbeck & Sons, Inc.	-322,152.55
Bill Pmt -Check	08/14/2024	20927	Discount Ramp.com LLC	-2,370.29
Bill Pmt -Check	08/14/2024	20928	Dixon & Son Tire	-82.30
Bill Pmt -Check	08/14/2024	20929	George Varier -	-200.00
Bill Pmt -Check	08/14/2024	20930	Home Depot	-574.83
Bill Pmt -Check	08/14/2024	20931	Interstate Battery System of SJ	-1,188.31
Bill Pmt -Check	08/14/2024	20932	Jeff Coronado	-500.00
Bill Pmt -Check	08/14/2024	20933	John Ribeira	-50.00
Bill Pmt -Check	08/14/2024	20934	Ken Helms	-25.00
Bill Pmt -Check	08/14/2024	20935	Lowell Jones	-500.00
Bill Pmt -Check	08/14/2024	20936	MBS Business Systems	-111.51
Bill Pmt -Check	08/14/2024	20937	Mechanics Bank	0.00
Bill Pmt -Check	08/14/2024	20938	Monterey One Water	-6,426.82
Bill Pmt -Check	08/14/2024	20939	Monterey Sanitary Supply	-1,000.91
Bill Pmt -Check	08/14/2024	20940	Pajaro/Sunny Mesa C.S.D.	-8,502.47
Bill Pmt -Check	08/14/2024	20941	PG&E	-30,000.00
Bill Pmt -Check	08/14/2024	20942	Razzolink, Inc.	-136.85
Bill Pmt -Check	08/14/2024	20943	ReadyRefresh	-206.98
Bill Pmt -Check	08/14/2024	20944	Streamline	-200.00
Bill Pmt -Check	08/14/2024	20945	Tommy Razzeca	-350.00
Bill Pmt -Check	08/14/2024	20946	U.S. Bank	-898.83
Bill Pmt -Check	08/14/2024	20947	U.S. Bank - Office Equipment Finance Svc	-271.21
Bill Pmt -Check	08/14/2024	20948	United Site Services of Calif., Inc.	-400.25
Bill Pmt -Check	08/14/2024	20949	US Postage Meter Center, Inc.	-643.46
Bill Pmt -Check	08/14/2024	20950	Valero Marketing and Supply Company	-750.00
Bill Pmt -Check	08/14/2024	20951	VALIC	-2,655.74

**Moss Landing Harbor District
Warrant Listing
As of August 31, 2024**

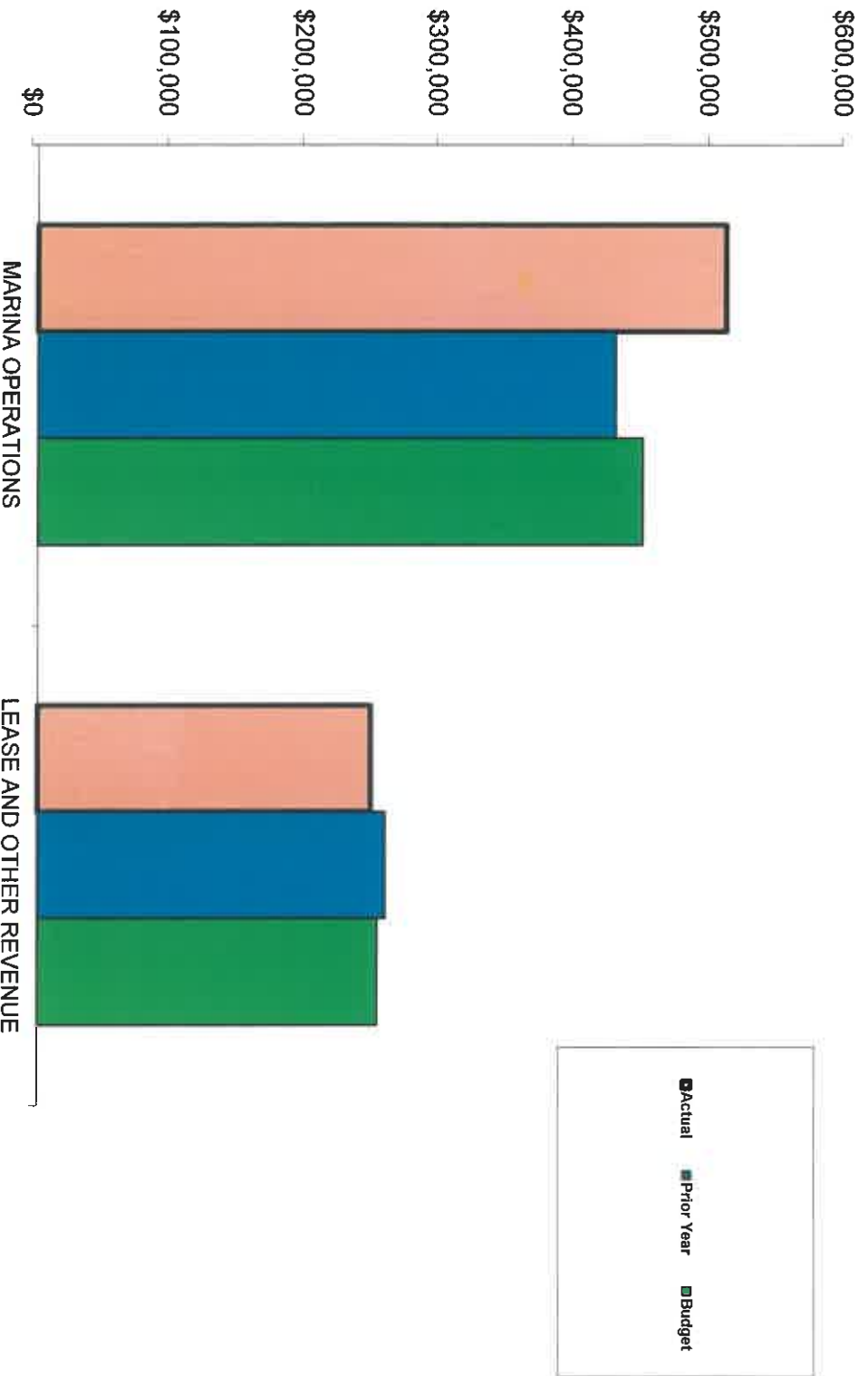
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	08/14/2024	20952	Verizon Wireless	-112.76
Bill Pmt -Check	08/14/2024	20953	Vision Sevice Plan	-85.96
Bill Pmt -Check	08/14/2024	20954	Carmel Marina Corporation	-2,285.84
Bill Pmt -Check	08/14/2024	20955	Mechanics Bank	-660.00
Bill Pmt -Check	08/14/2024	20956	Carmel Marina Corporation	-248.35
Bill Pmt -Check	08/14/2024	20957	Mechanics Bank	-307.20
Bill Pmt -Check	08/14/2024	20958	Moss Landing Boat Works	-2,238.62
Bill Pmt -Check	08/14/2024	20959	Carmel Marina Corporation	-1,958.56
Bill Pmt -Check	08/14/2024	20960	Mechanics Bank	-384.00
Bill Pmt -Check	08/14/2024	20961	Moss Landing Boat Works	-4,000.00
Bill Pmt -Check	08/14/2024	20962	Mechanics Bank	-331.39
Check	08/15/2024		Payroll Partners	-167.65
Check	08/16/2024		Ventek International	-22.77
Check	08/16/2024	4195	Ferrante, Vincent	-226.20
Check	08/16/2024	4196	Goulart, James	-114.06
Check	08/16/2024	4197	Jeffries, Russell	-228.12
Check	08/16/2024	4198	Neal Norris	-1,187.52
Check	08/16/2024	4199	Sadie O'Reagan	-876.00
Check	08/19/2024	1005	California Dept. of Fish and Wildlife	-4,443.00
Check	08/20/2024	1006	California Dept. of Fish and Wildlife	-2,407.50
Check	08/22/2024	1007	Central Coast RWQCB	-2,985.00
Bill Pmt -Check	08/28/2024	20963	AT&T	-10,000.00
Bill Pmt -Check	08/28/2024	20964	ATI-Advanced Testing & Inspection, LLC	-3,998.00
Bill Pmt -Check	08/28/2024	20965	Big Creek Lumber	-1,013.60
Bill Pmt -Check	08/28/2024	20966	Dilbeck & Sons, Inc.	-287,481.87
Bill Pmt -Check	08/28/2024	20967	Employ America	-1,177.78
Bill Pmt -Check	08/28/2024	20968	Green Valley Supply	-226.62
Bill Pmt -Check	08/28/2024	20969	Haley & Aldrich, Inc.	-47,660.10
Bill Pmt -Check	08/28/2024	20970	Home Depot	-123.99
Bill Pmt -Check	08/28/2024	20971	Jarvis Fay, LLP	-1,640.00
Bill Pmt -Check	08/28/2024	20972	ReadyRefresh	-81.93
Bill Pmt -Check	08/28/2024	20973	Skyler Brox	-385.20
Bill Pmt -Check	08/28/2024	20974	State Steel Company	-371.49
Bill Pmt -Check	08/28/2024	20975	Tri County Fire Protection	-423.00
Bill Pmt -Check	08/28/2024	20976	WASH	-455.04
Bill Pmt -Check	08/28/2024	20977	West Marine Pro	-183.09
Bill Pmt -Check	08/28/2024	20978	Wendy L. Cumming, CPA	-3,960.00
Bill Pmt -Check	08/28/2024	20979	AT&T	-244.81
Check	08/28/2024		Payroll Partners	-153.24
Check	08/30/2024	4200	Neal Norris	-1,187.53
Check	08/30/2024	4201	Sadie O'Reagan	-1,407.07
Total 1001 - 1st Capital Operating Account				-839,299.85
TOTAL				-839,299.85

Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
August 31, 2024

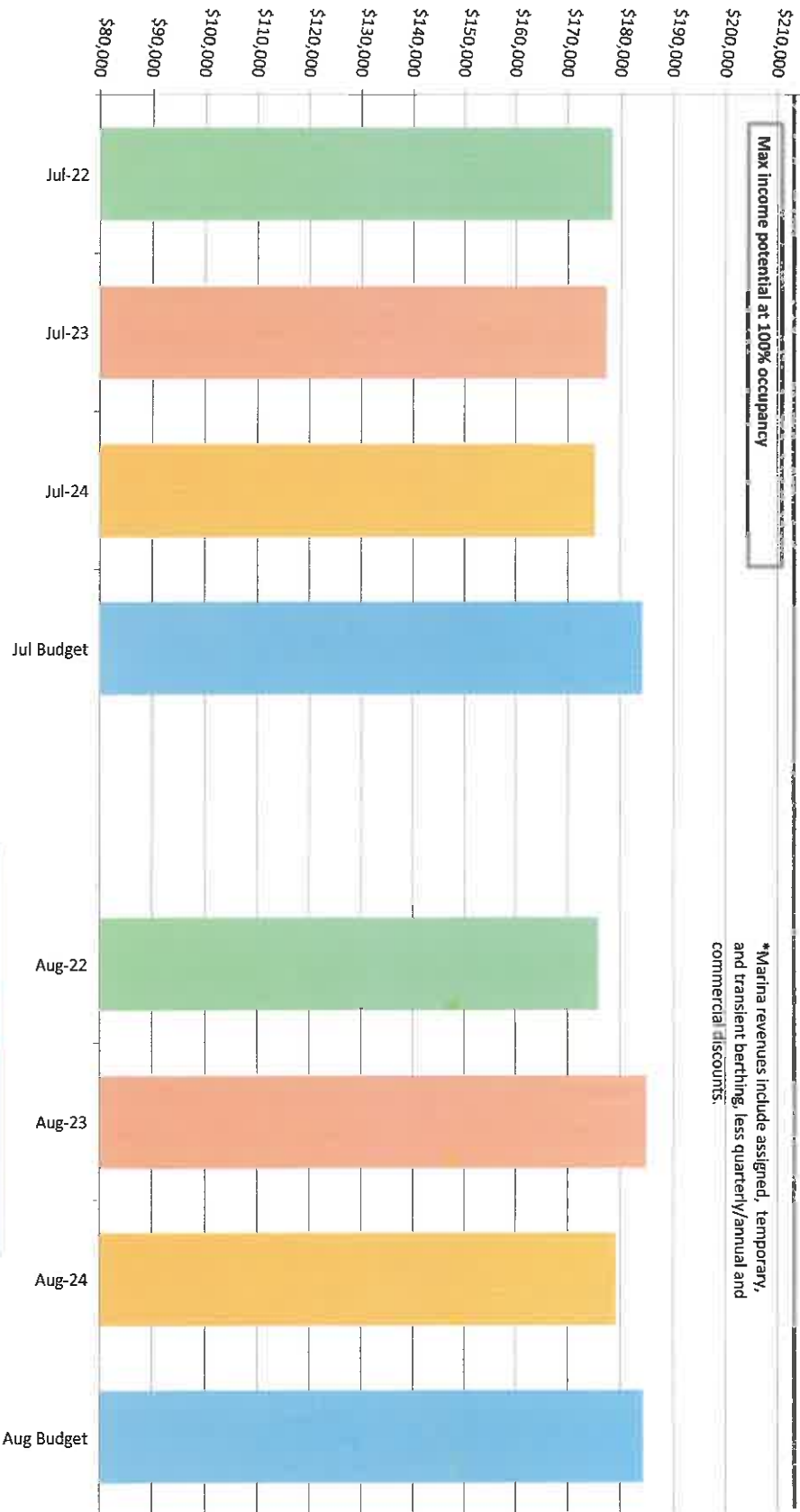


****Expenses Exclude Dredging, Depreciation and Interest Expenses****

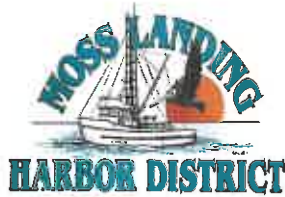
**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
August 31, 2024**



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



*Marina revenues include assigned, temporary, and transient berthing, less quarterly/annual and commercial discounts.



BOARD OF HARBOR COMMISSIONERS

Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 03 – PROJECT STATUS
BOARD MEETING SEPTEMBER 25, 2024

1. North Harbor Building: The project was awarded to Dilbeck & Sons Inc. and the project has been underway for months. Unfortunately, we experienced a few weeks of delay waiting on Monterey County to approve the added drains to the potential kitchen area that were not included in the original plan. The concrete pad of the building was completed near the end of July and the insulation has all been installed in the building. Currently our contractor is working on framing the staircase and elevator shaft, installation of duct work, installation of the HVAC units and some minor plumbing that remains. Staff anticipates that the project will be completed in mid-October of 2024 with the exception of the Elevator installation and the PG&E gas connection for which we are at the mercy of the two companies responsible for completing those aspects of the project. As construction proceeds the General Manager will provide monthly updates to the Board via this staff report.

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

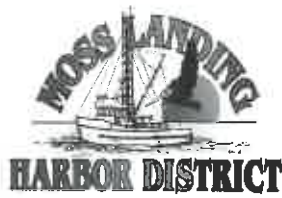
3. Harbor Infrastructure Improvement Project: Resulting from the tsunami that took place on January 15, 2022, staff discovered that the District has sustained damage to piles, docks, shoreline and navigation channels in the Harbor. The District's consultant, Sea Engineering, is currently working with the multiple permitting agencies to obtain the required permits which we expect to be issued in October 2024. Once permits have been issued staff will put the project out to public bid, secure a contractor, and begin the infrastructure improvement project. The Staff goal is to have the project completed before the end of 2024.

4. North Harbor Bank Failure and Dock Access Repair Project: During the Month of September staff noticed that the large concrete abutment attached to the bank at our access point to the North Harbor docks had slid forward causing concern. Staff asked our Structural Engineering Consultant to complete an inspection of the area and provide information back to the District regarding the safety and stability of the dock access area. Our District Consultant informed the General Manager that the bank had failed and that the concrete abutment would likely continue to move until repair/replacement could take place. In the interest of tenant and public safety the access area to the North Harbor Docks has since been closed off and District maintenance staff has installed a

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temporary access to the area from the northern most launch ramp (aka old launch ramp) in the Districts North Harbor Parking lot. A repair to the bank and abutment for this area was already anticipated to take place during the Infrastructure Improvement listed above however, with the most recent failure/damage in the area will require a more extensive project before the access point can be reopened. Staff and our consultant are already in the process of updating our current permit application that is already in process to include the changes needed to complete this project. Staff is hopeful that the permit application will be reviewed and approved by all permitting agencies with in the next 60 days with the intention of the project being completed in conjunction with the Infrastructure Improvement prior to February of 2025.

5. Harbor Maintenance Dredging and FEMA Project: Staff received word from the Army Corps of Engineers that they were unable to secure the required permits in time to complete dredging of the Federal Channel this year and that the project will now take place in 2025. Unfortunately, the Harbor District Maintenance Dredging Project will also be delayed until 2025 so that it can be completed in conjunction with the dredging of the Federal Channel.



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 Vince Ferrante
 James R. Goulart
 Liz Soto
 Albert Lomeli

7881 SANDHOLDT ROAD
 MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
 FACSIMILE – 831.633.4537



GENERAL MANAGER
 HARBORMASTER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 04 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF SEPTEMBER 25, 2024

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2024	Current	Facilities Use	01/01/2025
Blue Ocean Whale Watch	2/18/2024	Current	Facilities Use	2/18/2025
Whisper Charters	2/28/2024	Current	Facilities Use	2/28/2025
Fast Raft	3/28/2024	Current	Facilities Use	3/28/2025
Monterey Eco Tours	4/16/2024	Current	Facilities Use	4/16/2025
Oceanic Expeditions	4/21/2024	Current	Facilities Use	4/21/2025
Venture Quest Kayaking	6/12/2024	Current	Facilities Use	6/12/2025
Monterey Bay Hydrobikes	6/12/2024	Current	Facilities Use	6/12/2025
Reel Nasty Sportfishing	6/12/2024	Current	Facilities Use	6/12/2025
Last Meal Sportfishing	6/12/2024	Current	Facilities Use	6/12/2025
Kayak Connection	6/30/2024	Current	Facilities Use	6/30/2025
Sanctuary Cruises	6/30/2024	Current	Facilities Use	6/30/2025
Sea Goddess Whale Watching-Tours	6/30/2024	Current	Facilities Use	6/30/2025
MBARI-Slough Test Moorings	6/30/2024	Current	Facilities Use	6/30/2025
Slater Moore Photography	07/07/2024	Current	Facilities Use	07/07/2025
Mother Nature's Temple	10/5/2024	Current	Facilities Use	10/5/2025
Elkhorn Slough Safari - Tours	10/19/2023	Current	Facilities Use	10/19/2024
Blue Water Ventures	10/31/2023	Current	Facilities Use	10/31/2024
Wild Fish-Vicki Crow	11/30/2023	Current	Peddlers	11/30/2024



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TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



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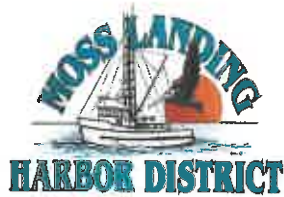
STAFF REPORT

ITEM NUMBER 05 – MEETING ANNOUNCEMENTS
BOARD MEETING OF SEPTEMBER 25, 2024

Moss Landing Chamber of Commerce Meetings – All meetings are done by E-mail until further notice but will eventually resume on the 2nd Thursday of each month in Moss Landing Harbor District Board Room, 4 p.m.

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

November 15th– *Hybrid (Virtual & In-Person) Meeting*
TBD, Moss Landing



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 MOSS LANDING, CA 95039

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 FACSIMILE – 831.633.4537



GENERAL MANAGER
HARBOR MASTER
 Tom Razzeca

STAFF REPORT

ITEM NUMBER 06 - LIVEABOARD REPORT
 BOARD MEETING OF SEPTEMBER 25, 2024

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.

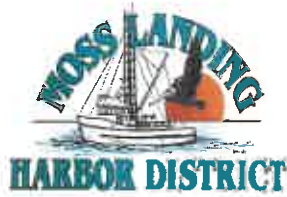
<u>Name</u>	<u>Vessel</u>
1. Hartman, Guenter	Taku, CF 7913 KL
2. Jones, L	Intrepid CF 0292 VE
3. Matsunaga, F	Mon Rochelle CF 8424 FB
4. Burns, P.	Tralfamadore, CF 9430 GL
5. Byrnes, K.	Grand Slam, CF 4540 FE
6. Doyle, M	Billikon, CF 3946 TM
7. Danh, S	Isle Of View ON 997142
8. Michael, McVay	Gaviota, CF 4863 FP
9. Hughes, S	Sojourn, on 1067078
10. Milazzo, O	Odeyseas. CF 8763 FF
11. Chambers, B.	Pyxis, ON 984193
12. Flatguard, J	Black Jack, CF 2133 JA
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 Conrad, J.
49. Silveira, P
50. Salisbury, J.
51. Thomas, B.
52. Tufts, M.
53. Mc Dermont, J
54. Wolinski, Peter
55. Hudkins, Leah / Steven Hudkins
56. Samuelson, T.
57. Vinsky, J
58. Riberal, Y/ Eric Duekerson
59. Schwontes, N/ Mosolov, A
60. Chaperon, C

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
 Finnaly Us ON 931706
 Quiet times, CF 2067 GC
 Oceanid, CF 4210 GA
 Coho, CF 9974 KK
 Enchantress, CF 0878 SX
 Ferdelance CF 7837 JF
 Muffin, ON 1148169
 Wild Goose ON589319
 Moonstone CF 5122 GX
 Rosie CF 2797 GC
 Boss Lady, ON 556296
 Luna Sea, ON 1138367
 Kali Kat CF 7790 SH

Total Number Vessels: 60
 Total Number Persons: 69
 Pending Applications -0-



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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 7 - SLIP INCOME REPORT
 BOARD MEETING OF SEPTEMBER 25, 2024

Slip Rates 2024/2025 per linear foot:

Assigned: \$9.70/ft./month
 Temporary: \$14.48/ft./month
 Transient: \$1.25/ft./day

INCOME

<u>August 2024</u>	<u>August 2023</u>	<u>August 2024 Budget</u>
\$179,193	\$184,971	\$184,333

For the month, slip income is lower than budget by \$5k. The lower than budget amount is attributed to primarily lower temporary berthing revenue, offset by higher assigned berthing revenue. Slip income is lower than the prior year by \$6k, due to lower temporary berthing revenue in the current year.



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FACSIMILE – 831.633.1201

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STAFF REPORT

ITEM NUMBER 08 – INCIDENT REPORT BOARD MEETING OF SEPTEMBER 25, 2024

August 23, 2024 At approximately 2pm, Staff received a report that a former tenant was parked in the parking lot near the A dock gate. This former tenant was evicted from the harbor in 2023. The individual was parked sideways in a handicapped parking spot with expired registration. Staff did not confront the individual, instead began writing him citations for three parking infractions. The individual noticed Staff writing the citations and immediately drove away without incident.

August 24, 2024 Night Staff received a call at approximately 5:30pm about two suspicious individuals accessing B dock. Night Staff observed them leaving B dock and heading for A dock. As they entered A dock, Staff confronted the two individuals. They stated that they were “just looking around” and left without incident.

August 29, 2024 At approximately 10pm, Monterey County Sheriff’s Department came to the office asking for access to A dock. They had received a report of a tenant potentially hurting themselves and wanted to do a welfare check. Staff assisted the Sheriff Deputies and the incident turned out to be a misunderstanding.

September 11, 2024 At approximately 12:30pm, Harbor Staff received a report of a tenant dumping the contents of his waste tank into the shower drain of the boater’s restroom. Both Staff and Maintenance responded and noticed a strong sewer odor coming from the shower. Harbor Staff immediately spoke to the individual and he admitted to dumping waste into the shower. Staff informed the individual that the proper place to dispose of waste is at the MLHD pump out. Maintenance Staff immediately closed off the shower and began to sanitize the area. MLHD billed the individual for Maintenance staff time to sanitize the location in accordance with the MLHD rates and fees schedule.

No incidents to report as of September 19, 2024.



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FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

**ITEM NUMBER 19 – CONSIDER AMENDEMENT TO THE LEASE AGREEMENT WITH MOSS LANDING MARINE STORAGE TO CHANGE THE LEASE EXPIRATION DATE TO NOVEMBER 1, 2024
BOARD MEETING OF SEPTEMBER 25, 2024**

The Harbor District is in the process of acquiring ownership of both storage buildings in the Moss Landing Harbor Districts South Harbor currently operated by Moss Landing Marine Storage (MLMS). The current lease with MLMS for building #1 is set to expire on October 8, 2024. To facilitate a clean transition of ownership from MLMS to the Harbor District, and to allow for sufficient time to provide notice to all existing tenants of the change of ownership/management of the Storage Facility, District staff is proposing that the lease expiration of building #1 be extended to November 1, 2024.

Attached hereto is an amendment to the lease of Building #1 effectively extending the Harbor District lease with MLMS from October 8, 2024 to November 1 2024, when the Moss Landing Harbor District will assume ownership of both storage buildings. Staff recommends the Board of Harbor Commissioners review the attached lease amendment and take action to approve it at tonight's meeting by a roll call vote.

SECOND LEASE TERM EXTENSION AGREEMENT

This Second Lease Term Extension Agreement, hereinafter referred to as “Agreement” is made and entered into on the ___ day of September, 2024, by and between the Moss Landing Harbor District, a political subdivision of the State of California, hereinafter referred as “Lessor” and Charles E Martin, trustee of the Martin Survivor’s Trust, and Devera Griffith, successor in interest to Robert L. Mason (Deceased) and Barbara Ann Mason (Deceased), hereinafter referred to as “Lessee.”

RECITALS

- A. Lessor and Lessee entered into that certain Lease Agreement (“Lease 1”) dated October 9, 1975, with a term expiring October 9, 2000, by which a building, improvements and fixtures owned by Lessee were constructed on real property owned by Lessor at 7881 Sandholdt Road, operated as a mini-storage rental facility. A copy of the Lease is attached hereto as Exhibit A. A similar facility used for the same purposes was constructed and is being used for the same purpose by way of a separate lease agreement between Lessor and Lessee (“Lease 2”) with an expiration date of August 13, 2032.
- B. Lessor and Lessee entered into a “Lease Term Extension Agreement” for an additional term of 24 years on October 4, 2000, extending the term of Lease 1 through October 8, 2024. A copy of the Lease Extension Agreement is attached hereto as Exhibit B.
- C. Pursuant to Section 38 of Lease 1, upon the expiration of the lease all buildings and improvements located on the leased premises shall become the sole property of Lessor.
- D. Lessor and Lessee have entered into a separate Agreement whereby Lessor will purchase the storage facility improvements owned by Lessee constructed adjacent to the facilities covered by Lease 2 and terminate said lease, with an effective date of November 1, 2024. Lessor plans to take over operation of the storage facilities business at both sites.
- E. In order to facilitate the smooth transition to and commencement of operation of the storage business by Lessor, the parties have agreed to extend the date of the expiration of Lease 1 to match Lessor’s purchase of the Lease 2 property and the termination of Lease 2.

NOW THEREFORE, THE PARTIES agree as follows:

- 1. The term of the Lease Agreement (Lease 1) is extended for a second time to October 31, 2024.
- 2. With the exception noted above, the terms, covenants, limitations, provisions, restrictions, agreements, rights, remedies and conditions contained in Lease 1 are incorporated herein and made a part hereof and shall remain in full force and effect and be binding upon the parties.

3. This Agreement was negotiated between the parties and their respective advisors and/or attorneys, and the Parties agree that the provisions hereof shall be interpreted without reference to the drafter of this Agreement or any portion thereof because this Agreement is a product of their efforts.

LESSOR

Moss Landing Harbor District

By: _____
Tommy Razzeca
General Manager

Dated: _____

LESSEE

The Martin Survivor's Trust

By: _____
Charles E Martin
Trustee

Dated: _____

Robert L. Mason (Deceased) and
Barbara Ann Mason (Deceased)

By: _____
Devera Griffith
Successor in Interest

Dated: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the _____ day of ~~June~~^{August}, 1987, by and between MOSS LANDING HARBOR DISTRICT, a public entity, as the party of the first part, hereinafter called the said Lessor, and EDWARD A. MARTIN, MAVIS A. MARTIN, ROBERT L. MASON and BARBARA ANN MASON, as the parties of the second part, hereinafter called the said Lessees.

WITNESSETH:

That the said Lessor, for and in consideration of the rents, provisions, covenants, rights, remedies, terms, restrictions, limitations, conditions and agreements hereinafter set forth on the part and on behalf of the said Lessees to be paid and performed, have leased and demised and by these presents do hereby lease and demise unto the said Lessees, and said Lessees have leased, hired and taken and by these presents do lease, hire and take of and from the said Lessor that certain real property situate in the County of Monterey, State of California, and more particularly described in Exhibit "A," which said exhibit is incorporated herein by reference and made a part hereof as though the same was fully set forth herein.

TO HAVE AND TO HOLD the said demised premises for a term and yielding and paying therefor a rental, both of which are more particularly described and set forth in Exhibit "B," which said exhibit is incorporated herein by reference and made a part hereof as though the same was fully set forth herein, subject and pursuant to, however, the following terms, covenants, limitations, provisions, restrictions, agreements, rights, remedies and

conditions to which the parties hereto, and each of them, have mutually and expressly agreed, and by these presents do hereby agree as follows, to wit:

1. RENTAL. That said Lessees shall faithfully pay the said rental at the time and in the manner as set forth in Exhibit "B."

2. PERFORMANCE. That said Lessees shall fulfill, perform and observe all of the terms, provisions, restrictions, rights, remedies, limitations, conditions, agreements and covenants of this Lease Agreement on their part to be kept and performed.

3. FAIRNESS OF TERMS. That it is hereby agreed, as between the parties hereto, that the provisions, conditions, terms, restrictions, limitations, agreements, covenants, rights and remedies of this Lease Agreement are fair, just and reasonable and that the parties hereto shall perform any and all acts reasonably needed to support said provisions, covenants, conditions, restrictions, limitations, agreements, remedies, terms and rights, if said provisions, conditions, remedies, covenants, restrictions, limitations, agreements, terms and rights may be questioned by any governmental body or authority.

4. BREACH. That all of the covenants, limitations, restrictions, conditions, provisions, rights, remedies, terms and agreements made and contained herein which are to be fulfilled by said Lessees, are expressly made conditions, rights, covenants, provisions, limitations, restrictions, remedies, terms and agreements, and should said Lessees fail or default in the payment of the rent, as specified herein, or fail or default in the faithful keeping or performing of any of the said restrictions, rights,

covenants, provisions, remedies, conditions, terms, limitations, and agreements as required to be performed or fulfilled by said Lessees during the said term of this Lease Agreement, or if the said Lessees do not promptly do all of the things on their part herein to be done in the manner and at all times stipulated, then the said Lessor, at its option, forthwith and without notice to said Lessees, with or without process of law, may declare this Lease Agreement forfeited and terminated and may end this Lease Agreement, or, and in addition thereto or separately therefrom, save and except any and all persons who have letted storage space in the building to be constructed on the demised premises, as contemplated by Paragraph 30 of this Lease Agreement, and who have, at the date of any termination of this Lease Agreement, prepaid rent for such storage space, but they shall be entitled to continue in possession of such storage space only for the period for which they have prepaid rent, but in no event for a period of in excess of one year from the date of termination of this Lease Agreement or for any period beyond the term of this Lease Agreement; and said Lessor may institute Court action as set forth in Paragraph 7 of this Lease Agreement; that the remedies of the said Lessor, in case of any default as aforesaid, shall be cumulative and said Lessor may avail itself of any remedy provided by law in case of default, as aforesaid, by the said Lessees; that the said Lessees hereby expressly waive any and all claims for loss or damage to property or persons removed by the said Lessor under this provision of this Lease Agreement.

5. CONTINUATION OF LEASE. That if said Lessees have breached this Lease Agreement, or any part thereof, or if said

Lessees have abandoned the said demised premises, said Lessor may, at its option, at any time until the said breach is corrected or said abandonment is eliminated, either exercise the provisions of Paragraph 4 of this Lease Agreement or continue the Lease Agreement in effect and not terminate the right of possession of said Lessees, and therefore, said Lessor may enforce any or all of the rights, remedies, rental, covenants, limitations, restrictions, terms, conditions, provisions and agreements as set forth in this Lease Agreement, including the right of said Lessor to recover the rent as it becomes due as set forth in this Lease Agreement; provided, however, that if the said lessor exercises the options and provisions of this paragraph, and has not implemented the provisions of Paragraph 4 of this Lease Agreement, then the said Lessees may sublet the said demised premises, assign their interest in the said Lease Agreement, or both, with the written consent of the said Lessor first had and obtained, which shall not be unreasonably withheld by the said Lessor.

6. WAIVER. That a waiver by the said Lessor of any breach or default hereunder on the part of the said Lessees of any term, covenant, provision, agreement, restriction, limitation, right, remedy, rental or condition shall not be construed to be a waiver of the same or of any other right, provision, agreement, condition, restriction, limitation, term, remedy, rental or covenant herein contained; that the acceptance of any rent hereunder by said Lessor shall not be construed nor shall it be constituted as any waiver whatsoever on the part of said Lessor of any default or breach of any covenant, agreement, restriction, limitation, condition, right, remedy, term or provision of this Lease

Agreement theretofore or thereafter made by said Lessees.

7. LEGAL PROCEEDING. That if any suit be brought by the parties hereto for the recovery of any rent, or for the breach and/or enforcement of any rental, covenant, term, condition, restriction, limitation, provision, remedy, right or agreement herein contained and to be performed by the parties hereto, or any action be brought by said Lessor for the forfeiture of this Lease Agreement, or to recover possession of said demised premises, or to clear the title to said demised premises by reason of this Lease Agreement or a notice of non-responsibility referring to this Lease Agreement having been recorded, or should the said Lessees bring any suit against said Lessor for any reason whatsoever arising out of or because of this Lease Agreement or because of any transaction connected therewith, then the prevailing party shall obtain and receive all of the necessary counsel fees, all Court costs and all other reasonable and necessary expenses incurred by said prevailing party for commencing, prosecuting and/or defending any such action in an amount to be fixed by the Court and made a part of any judgment which is rendered by the Court in said action.

8. ABATEMENT. That should any abatement proceedings be instituted against said Lessor or the said demised premises by reason of any improper or unlawful use or nuisance upon the said demised premises by said Lessees, or by any employee, guest, agent, servant or invitee of said Lessees, then and in that event, said Lessees will pay, forthwith and upon written demand, to said Lessor, all attorney fees and Court costs and any and all reasonable expenses incurred by said Lessor in defending itself

and/or the said demised premises in any such action, notwithstanding any termination of this Lease Agreement.

9. INSPECTION. That said Lessor, or by its agents, employees and servants, shall have the right to enter upon the said demised premises at any reasonable time to inspect and view the said demised premises and to ascertain and determine that the provisions of this Lease Agreement are being complied with and fulfilled and to post thereon, any and all notices found or deemed necessary to be posted thereon by said Lessor for its protection.

10. WASTE. That said Lessees shall not nor allow any of their employees, guests, servants, agents, invitees, nor any other person to commit nor suffer any waste upon or on the said demised premises; that said Lessees will be liable for and will pay forthwith for all waste committed or suffered upon or on the said demised premises, no matter what was the cause and no matter who committed the said waste upon the said demised premises.

11. NUISANCE. That said Lessees, or any of their guests, employees, agents, servants or invitees, shall not permit a nuisance of any kind to exist on said demised premises, and shall not interfere with the use by any person of any of the properties and improvements adjacent to the said demised premises.

12. EXPENSE FOR LESSOR. That said Lessees shall not use the said demised premises for any purpose which will cause the said Lessor to be at any expense, without first obtaining the written consent of said Lessor, except as otherwise set forth in this Lease Agreement.

13. COMPLIANCE WITH LAW. That said Lessees shall, at their

sole cost and expense, comply with any and all of the requirements of any and all governmental authorities or bodies now in existence and force, or which may hereafter be in existence and force, pertaining to said demised premises or its use, and said Lessees shall faithfully observe in said use any and all laws, rules, ordinances and regulations of all governmental authorities or bodies now in existence and force or which may hereafter be in existence and force. That the judgment of any Court of competent jurisdiction involving said Lessees, or the admission of said Lessees in any action or proceeding against said Lessees, whether said Lessor be a party thereto or not, that said Lessees have violated any law, rule, ordinance or regulation in their use of the said demised premises, or have violated or breached any rental, limitation, provision, restriction, agreement, condition, covenant, term, right or remedy of this Lease Agreement, shall be conclusive evidence of that said fact as between said Lessor and said Lessees.

14. MODIFICATION. That this Lease Agreement contains the entire agreement made by and between the parties hereto. That this Lease Agreement may be modified, changed or amended only in writing, duly authorized and executed by each person who has signed this Lease Agreement; that this Lease Agreement may not be amended, changed or modified by oral agreements or understandings between the parties hereto, which have not been reduced to writing and duly authorized, executed and signed by all of the persons who have signed this Lease Agreement.

15. CONDEMNATION. That in the event that all or any part of the said demised premises is taken by condemnation for any

private or public purpose, and for the damage caused to the interest of said Lessor, said Lessor shall have the exclusive right to negotiate and compromise said matter with or without legal action having been instituted, and to receive all sums of money or other consideration paid as compensation for the damage to the interest that said Lessor had in said demised premises, including the loss of future rents; that said Lessees shall have like powers to negotiate and compromise and to receive any compensation paid as and for damage caused by such taking on condemnation to the interest that said Lessees had in said demised premises; that the compensation received by said Lessees for such damage shall be in full satisfaction for any and all claims that said Lessees may have against said Lessor for such taking on condemnation and the same shall not affect the validity of this Lease Agreement for the remainder of the term of this Lease Agreement nor shall it affect the payment of rent by said Lessees nor shall it be deemed the fulfillment of any or all of the other terms, covenants, limitations, provisions, restrictions, conditions, rights, remedies and agreements by the parties hereto, for the remainder of the term of this Lease Agreement.

16. BANKRUPTCY. That should the said Lessees voluntarily file a petition in Court for the purpose of being adjudicated a bankrupt, or for an arrangement in bankruptcy; or should the said Lessees have a petition filed in Court against them, involuntarily, by any person or corporation for the purpose of having the said Lessees involuntarily adjudicated a bankrupt or for an arrangement in bankruptcy; or should the said Lessees make any assignment whatsoever for the benefit of creditors, or become

insolvent; or should a receiver, guardian, any agent or attorney-in-fact be appointed to represent or handle the affairs or business of the said Lessees operated or conducted on the said demised premises; or should the said Lessees make any transfer or assignment of this Lease Agreement; or should the use by the said Lessees of the said demised premises be not as specified, or should the said Lessees vacate or abandon the said demised premises, then and in any one or more of the events above-mentioned, this Lease Agreement may, at the sole option of the said Lessor, be thereafter terminated by the said Lessor, at any time, without any prior notice whatsoever, and that the provision of this paragraph shall apply to each person who has signed as a Lessee.

17. TIME OF THE ESSENCE. That in all matters and things hereunder to be done and in all payments hereunder to be made, time is and shall be of the essence of this Lease Agreement.

18. LIENS. That said Lessees shall not permit nor suffer any mechanic's or materialmen's liens, or any judgment, or any other liens or encumbrances of any kind or nature, whatsoever, to be enforced against the said demised premises, or against the said Lessor because of the ownership by the said Lessor of the said demised premises or because of some act thereupon by the said Lessees, or the agents, guests, servants, invitees, or employees of the said Lessees.

19. NOTICE. That all notices and demands of any kind which the said Lessor or the said Lessees may be required or desired to be given or to be served upon the other, may be given by depositing one copy of the said notice or demand in the United States Mail, postage prepaid, registered or certified, and addressed as

follows:

TO LESSOR: Moss Landing Harbor District
Moss Landing Harbor District Office
Moss Landing, CA 95039

TO LESSEES: Edward A. Martin, Mavis A. Martin
Robert L. Mason and Barbara Ann Mason
33 Bayview Road
Castroville, CA 95012

That the place to which the said notice or demand shall be sent may be changed by each respective party hereto by giving written notice of the said change to all of the other parties hereto as herein provided.

20. PLURAL WORD. That the plural usage of any word used herein shall also include and mean the singular usage of said word, when appropriate, and the singular usage of any word used herein shall also include and mean the plural usage of said word, when appropriate.

21. GENDER. That the masculine usage of any word shall also include the neuter and feminine usage of the said word, when appropriate, and that the feminine usage of any word shall also include the masculine and neuter usage of the said word, when appropriate, and that the neuter usage of any word shall also include the masculine and feminine usage of the said word, when appropriate.

22. INTERPRETATION. That the interpretation of this Lease Agreement shall be governed and controlled by the laws of the State of California.

23. UNENFORCEABILITY. That in the event that any portion of this Lease Agreement is found to be unenforceable or invalid, then and in that event, the remainder of this Lease Agreement

shall be considered separate and distinct from that part which has been deemed invalid or unenforceable, and the remaining parts of this Lease Agreement shall continue to still be an enforceable and valid Lease Agreement between the parties hereto.

24. HEIRS. That the rental, provisions, restrictions, rights, remedies, limitations, agreements, terms, conditions and covenants of this Lease Agreement shall be binding upon and shall inure to the benefit of each person who signs this Lease Agreement and his heirs, personal representatives, sublessors, sublessees, successors, assigns, trustees, executors, administrators or subtenants and shall run with the land.

25. HEADINGS. That none of the headings as used in this Lease Agreement shall be a part of the terms, remedies, rights, covenants, limitations, provisions, restrictions, rental, agreements and conditions of this Lease Agreement and the said headings are used only as a descriptive means to separate the various paragraphs of this Lease Agreement and the said headings shall not be resorted to for purposes of interpretation or construction.

26. VACATING PREMISES. That the said Lessees shall and must vacate the said demised premises at the expiration date of this Lease Agreement or at any sooner termination of this Lease Agreement.

27. HOLD OVER. That if the said Lessees should hold over the term of this Lease Agreement, or any extension thereof, such holding over shall be construed to be a tenancy from month to month at a cash rental of \$100.00 per month, which tenancy may be terminated by the said Lessor, at its sole will and pleasure, by

written notice given to the said Lessees of not less than seven (7) days before the expiration of any month; provided, however, that any such holding over shall be subject to the same and like terms, conditions, restrictions, limitations, rights, remedies, agreements, provisions and covenants as contained in this Lease Agreement, except as otherwise changed and set forth in this paragraph; and provided further, however, that nothing contained in this paragraph shall be intended to extend the term of this Lease Agreement.

28. PROPERTY TAXES. That the said Lessees shall pay and hereby agree to pay any and all taxes and assessments levied upon or against any or all of the personal property or improvements of the said Lessees located upon the said demised premises.

29. ASSIGNMENT. That the said Lessees shall not, without the consent in writing of the said Lessor first had and obtained, assign this Lease Agreement or any interest therein, in whole or in part, either voluntarily or involuntarily, including any extension thereof, nor let or underlet or sublet or license the use of the said demised premises, other than to persons for the purpose of using portions thereof as storage space as referred to in Paragraph 31 hereof and subject to the terms contained in Paragraph 30 of this Lease Agreement.

30. TERMS OF SUBLETTING. At no time will Lessees let storage space in the building to be constructed on the demised premises and collect rent for more than one year in advance and said Lessees shall issue receipts for all rental paid for storage space in any and all buildings and structures presently upon or to be constructed in the future on the said demised premises,

showing the amount of rent and the period for which rent is paid, and retain duplicates thereof, which duplicates shall be available for inspection by Lessor at all reasonable times.

31. USE. That said Lessees will use the demised premises only for the purpose of operating a storage facility, and for no other purpose or purposes except as directly relates to the storage of personal property, part or all of which will be let to other persons for storage purposes, and said Lessees shall maintain the same as any reasonable prudent businessmen, and that said Lessees will comply with all the laws, rules, ordinances and regulations of federal, state, county and district governments, and with any lawful order of any officer thereof in relation to the conduct of business like any other reasonable businessmen having similar or like business.

32. COMPENSATION INSURANCE. That said Lessees shall take out and maintain at their sole cost and expense, during the term of this Lease, full compensation insurance coverage covering all employees of said Lessees, and shall provide Lessor with a certificate or certificates showing such coverage, if said Lessees have any employees.

33. LIABILITY INSURANCE. Said Lessees shall take out and maintain, during the term of this Lease, at their sole cost and expense, public liability insurance with bodily injury liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident or occurrence, and property damage liability limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each accident or occurrence,

covering the use of all of the said demised premises, and any and all sidewalks, driveways, parking areas, and lots, services, walkways, landscaped areas, and the adjacent premises, and upon all appurtenances, fixtures, trade fixtures, machines, equipment, and personal property located on and/or upon, and as they relate to, the said demised premises, with Lessor named as an additional insured thereunder; and shall provide Lessor with a certificate or certificates so stating.

34. CERTIFICATES OF INSURANCE. That any and all certificates of insurance referred to in this Lease Agreement shall provide that the coverage under all said policies of insurance shall not be cancelled or terminated without ten (10) days' advance written notice to Lessor.

35. INDEMNIFICATION. Lessees agree to indemnify and hold harmless Lessor, and any officer, agent or employee of Lessor, from and against any and all liability, claims, demands, damages and costs of any kind or nature whatsoever, in any way arising out of or relating to any matter referred to in Paragraph 33, or arising out of or relating to Lessees' use and occupation of the demised premises or adjacent areas referred to in Exhibit "A" hereof, including but not limited to those arising out of or relating to injury or death of any person, including employees of Lessees', and in the event of any action or proceeding of any kind or nature in any way relating to or arising out of the matters herein referred to, Lessees agree to defend Lessor and its officers, agents and employees, with regard thereto, and hold them free and harmless from or on account thereof.

36. FIRE INSURANCE. That said Lessees agree that they will

at all times during the term of this Lease, at the sole expense of said Lessees and as part of the rental payment made by said Lessees, carry fire insurance and full extended coverage protection upon all of the buildings and improvements presently upon or at any time hereafter placed upon the said demised premises, and upon all appurtenances, machinery, fixtures, equipment, and personal property located and/or used upon said demised premises that belong to the said Lessees. That said insurance protection shall cover losses in the aggregate amounts not less than one hundred percent (100%) of the fair insurance value thereof, with replacement costs and demolition rider endorsed and attached thereto; and shall provide Lessor with certificate or certificates so stating.

37. SIGNS. That said Lessees shall not place or permit to be placed any projecting sign, marquee or awning on any portion of the said demised premises without the written consent of said Lessor first had and obtained; that said Lessees, upon request of said Lessor, shall immediately remove any sign or decoration which said Lessees have placed or permitted to be placed in, on or about any portion of the said demised premises which, in the opinion of said Lessor, is unreasonably objectionable or offensive.

38. OWNERSHIP OF IMPROVEMENTS. Upon termination of this Lease Agreement, all buildings and improvements constructed or maintained on the demised premises or the adjacent areas described in Exhibit "A" hereof, shall become and be the sole property of Lessor, and Lessees shall have no further right or interest therein except as provided in this Lease Agreement.

39. ADDITIONS, MODIFICATIONS, AND ALTERATIONS. During the term of this Lease, Lessees shall make no additions, modifications, or alterations in any and all the buildings and structures upon the demised premises or of the adjacent areas referred to in Exhibit "A" of this Lease Agreement, without the prior written consent of Lessor first had and obtained, save and except that which is specifically permitted in Exhibit "B."

40. MAINTENANCE. During the term of this Lease, Lessees shall, at their sole cost and expense, maintain any and all buildings and structures on the demised premises, and the adjacent areas referred to in Exhibit "A" of this Lease Agreement, in a good state of repair, to the satisfaction of said Lessor and any required maintenance or repair will be undertaken immediately by Lessees upon written receipt of notice from Lessor of any required repairs or maintenance.

41. UTILITIES AND UTILITY SERVICES. During the term of this Lease Agreement, Lessees shall promptly pay when due, any and all charges for utilities and utility services, or services of a similar nature, all at their sole cost and expense.

42. RECORDS. That said Lessees shall keep all records showing the income of said Lessees relating to the subletting of the building upon the said demised premises and said records may be inspected by said Lessor at any reasonable time upon giving 14 days written notice requesting said inspection.

IN WITNESS WHEREOF, we have hereunto set our hands this _____
day of ~~June~~ ^{August}, 1987.

MOSS LANDING HARBOR DISTRICT,
A Public Entity

Paul Shook
President

Ronni Wilkerson
Secretary

Lessor

Edward A. Martin
EDWARD A. MARTIN

Mavis A. Martin
MAVIS A. MARTIN

Robert L. Mason
ROBERT L. MASON

Barbara Ann Mason
BARBARA ANN MASON

Lessees.

Beginning at the southwest corner of the office of the Moss Landing Harbor District, a public entity, then proceeding in a southerly direction, but parallel to and in line with the westerly side of said office for a distance 100' 6", more or less, to the point of beginning; thence

1. Continuing in a southerly direction, but parallel to and in line with the westerly side of said office for a distance of 41'; thence

2. Turning 90° to the east and proceeding 101'; thence

3. Turning 90° to the north and proceeding 41'; thence

4. Turning 90° to the west and proceeding 101' to the point of beginning;

Along with the right of usage in common with said Lessor two parcels of land, 31' x 101', one located immediately north of said demised premises and one located immediately south of said demised premises.

EXHIBIT "A"

That the term of this Lease Agreement shall be for twenty-five (25) years, commencing on the _____ day of August, 1987, and ending on the _____ day of ~~August~~ ^{August} ~~July~~, 2012.

That the rental of the said demised premises shall be twelve and one-half percent (12 1/2%) of the gross rentals collected by the said Lessees. That said Lessees shall pay the rental on or before the 31st day of January of each calendar year, for the twelve (12) months, or part thereof, ending on December 31st of the previous calendar year. For any period of time less than twelve (12) full months caused by the ending or termination of this Lease Agreement, the rent shall be paid within 30 days after the ending or termination of this Lease Agreement for that part of the calendar year that said Lessees have had possession and usage of the said demised premises. Rent shall begin to accrue upon completion of the improvements or January 1, 1988, whichever occurs first.

It is further agreed that at the expiration of the first five (5) years of this Lease Agreement, and every five (5) years thereafter, the parties shall if requested by the State Lands Commission review the rent being paid hereunder and adjust the rent upwards, but not downwards, in accordance with the then fair rental value as determined by comparable real property in use as a mini storage type facility, but not to include the improvements constructed by Lessee on said premises.

That as further consideration for this Lease Agreement, Lessees shall, at their sole cost and expense, and without claim

against Lessor, construct a building on and upon the demised premises suitable for the rental of storage space to others and to pave with blacktop two (2) areas adjacent thereto, 30 feet by 100 feet, one (1) located immediately north of said demised premises and the other located immediately south of said demised premises. Construction of such building shall not commence until such time as Lessor has approved in writing the architecture and design thereof. No substitution or basic change in the design or architecture from that which has been approved by said Lessor shall be made without prior written approval of said Lessor. Additionally, all paint and finishes applied to said building and to the adjacent areas shall be approved by Lessor in advance of the application thereof. In advance of construction, Lessees shall secure all necessary permits and entitlements with regard thereto, and shall provide Lessor with satisfactory proof thereof. All of said construction shall be approved by any and all appropriate governmental bodies, and built and constructed pursuant to all appropriate building codes and regulations of a similar nature.

Lessee at this sole discretion shall have the option, to be exercised within four (4) years, upon sixty (60) days written notice to Lessor, to erect another mini storage facility subject to the same terms and condition as set forth in the preceding paragraph.

In addition, all the terms and conditions as set forth in the letter dated May 6, 1987, from Lessees to the Harbor District (copy attached) are incorporated herein, and said Lessees agree

to perform all such terms and conditions contained in said May 6, 1987 letter as through fully set forth herein. Should there be any discrepancy between the attachment and the Agreement, the terms of the Agreement shall prevail.

In the event Lessees do not commence construction of said improvements within one (1) year of the date hereof, or do not proceed with reasonable diligence after the commencement of construction to the completion thereof within a reasonable period of time thereafter, Lessor may, at its sole option, terminate this Lease Agreement.

That on or before the _____ day of August, 2012, Lessees shall have the right and option to re-lease the said demised premises for an additional twenty (20) years at a rental to be determined by the parties hereto, but upon the terms, covenants, limitations, provisions, restrictions, agreements, rights, remedies, and conditions contained in this Lease Agreement, save and except that which is contained in Exhibit "B". Such option to lease may be exercised by Lessees by their mailing of written notice of the exercise of the option to lease, by certified mail, mailed to Lessor at its address hereinabove set forth, or at such subsequent address as may be furnished by Lessor in writing in Lessees during the term of this Lease. In the event of Lessees' exercise of such option to lease, said notice shall be mailed and postmarked no later than one (1) year prior to the expiration of this Lease Agreement.

Should Lessees exercise their option pursuant to the terms of this Lease Agreement, the rent during the option period shall

be mutually agreed to by the parties. Should the parties fail to mutually agree to the rent, the question of the fair rental value shall be submitted to arbitration and the decision of the arbitrator shall be binding upon the parties. Such arbitration shall be conducted in accordance with the provisions of the California Code of Civil Procedure, and the arbitrator shall be mutually agreed to by the parties. If the parties are unable to agree upon an arbitrator, either party may petition the court for the appointment of an arbitrator.

Notwithstanding the above, it is understood and agreed that at all times the setting of the fair rental value for public lands is subject to review by the Board of Commissioners of the Moss Landing Harbor District and by the California State Lands Commission, and that at all times the Board of Commissioners of the Moss Landing Harbor District is required by law to obtain a fair rental value for the use of public lands entrusted to it.

May 6, 1987

Robert Mason and Edward Martin propose to build a mini-storage building on harbor property, adjacent to and south of the existing storage unit in Moss Landing Harbor.

The design of this building will be the same as the present building. We feel this would be adequate for the present needs of the harbor. If this addition is not satisfactory, we would build another building the same dimensions as the present one subject to review in four years.

This storage unit will be built with no expense to the Moss Landing Harbor District.

We will reposition the chain link fence to the Board's satisfaction. All boats and miscellaneous items inside the fence will be moved by the Harbor District.

All blacktop for the driveways, curbing, and walks will be installed at our expense and deeded to the Harbor.

The terms of the lease shall be 12½% (twelve and one half) of the gross receipts.

We agree to review the terms of the lease every five years as was stated at our meeting. You also have a copy of the plan of the existing building and lease agreement.

All the above is subject to review or change by the Harbor Commissioners.

Edward A. Martin
Edward A. Martin

Robert L. Mason
Robert L. Mason

**LEASE TERM
EXTENSION AGREEMENT**

This Lease Term Extension Agreement, hereinafter referred to as "Agreement" is made and entered into at Monterey County, California this 13th day of August, 2012, for reference purposes only, by and between MOSS LANDING HARBOR DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "Lessor" and CHARLES E. MARTIN, trustee of the MARTIN SURVIVOR'S TRUST, and DEVERA GRIFFITH, successor in interest to ROBERT L. MASON (deceased) and BARBARA ANN MASON (deceased), hereinafter referred to as "Lessee"

Recitals

A. Lessor and Lessee entered into that certain Lease Agreement dated August 13, 1987, with the term thereof expiring August 13, 2012;

B. As set forth in Exhibit B, page 2 of the aforesaid Lease Agreement, Lessee has the right and option to re-lease the premises for an additional term of twenty (20) years; and

C. Lessee desires to re-lease the premises and exercise the option and the parties have complied with the terms and procedures set forth in Exhibit B, page 2 et seq.

NOW THEREFORE THE PARTIES agree as follows:

1. The term of the Lease Agreement is extended and the premises are re-leased from and after August 13, 2012 for an additional period of twenty (20) years, with said term terminating on August 13, 2032.

2 Lessee shall pay to Lessor as annual rent for the subject premises the following:

(a) For the period August 13, 2012 through August 13, 2032 Lessee shall pay to Lessor twenty four per cent (24%) of the annual gross rents collected by Lessee or the sum of Seven Thousand Eight Hundred Seventy Nine and 68/100 (\$7,879.68) Dollars, whichever is the greater.

Lessor Initials: _____


Lessee Initials: CEM

3. The rent that Lessee charges its tenants shall be adjusted on January 1 of each calendar year during the term hereof ("Adjustment Date,"). The base for computing the adjustment is the Consumer Price Index for all Urban Consumers (base year 1982 equals 100), San Francisco-Oakland-San Jose Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published most immediately prior to January 1, ("Beginning Index"). The rent during each calendar year shall be set by multiplying the previous year's rent by a fraction, the numerator of which is the index published most immediately prior to that Adjustment Date ("Adjustment Index") and the denominator of which is the Beginning Index; provided, however, that in no case shall the adjusted rent be reduced below the rent or adjusted rent in effect immediately before the adjustment. On each adjustment as provided above, Lessee shall, along with the annual rent due to Lessor for the prior calendar year, provide Lessor with a schedule of the rents then in effect for that rental year. The parties may meet and confer with respect to the existing market rents and, if it is determined that application of the foregoing formula would result in rents above those in the local market and with Lessor's written authorization, application of the formula may be suspended until such time as the parties agree otherwise.

4. Lessee shall maintain the building and conduct repairs and maintenance in a good and workmanlike manner and in compliance with the Lease Agreement.

5. Lessee shall, in addition to the insurance requirements set forth in the Lease Agreement, provide earthquake insurance on the subject premises in amounts and with insurance carriers approved by the Lessor, provided, however, that in no event shall such approval require amounts beyond the replacement value of the subject premises or require coverages, deductibles or other terms and conditions beyond what is generally available in the insurance industry and the insurance industries' general practices and standards in Monterey County, California. Lessor and its agents, elected officials and employees shall be named as an additional insured on all policies of insurance required pursuant to the terms of the Lease.

Lessor Initials:
Lessee Initials:



6. Except as specifically set forth herein the terms, covenants, limitations, provisions, restrictions, agreements, rights, remedies, and conditions contained in the Lease Agreement are incorporated herein and made a part hereof and shall remain in full force and effect and be binding upon the parties.


7. This Agreement was negotiated between the parties and their respective professional advisors and/or attorneys, and the parties agree that provisions hereof shall be interpreted without reference to the drafter of this Agreement or any portion thereof, because this Agreement is a product of all their efforts.

Executed in Monterey County, California.

Lessor, Moss Landing Harbor District


Linda G. McIntyre, General Manager

Lessee


Charles E. Martin
Individually and as
Trustee Martin Survivor's Trust

Lessee

Devera Griffith
Individually and as
Successor in Interest

Lessor Initials: _____
Lessee Initials: _____



EXHIBIT B
Description of Facilities

Location Address:

Building 2

7881 Sandholdt Rd

Moss Landing, CA 95039

The storage facility is one of two (2) structures at the above-referenced address, constructed parallel to one another, consisting of rectangular buildings 40' X 100' in size. The building has room on the long side of the structure for renter access. The small and medium units are located on interior secure hallways at the east end of the building. The east end of the building abuts the harbor maintenance yard.

Building Construction is wood frame with cement floors. The exterior doors are wood with metal frames. The roof is flat tar and gravel with edge flashing.

1. *The amount of monthly rent charged for each unit by size*

Units	Rate
Small	\$95
Medium	\$140
Large	\$250

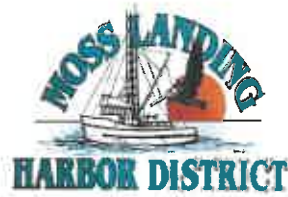
2. *The number of units in each size*

Building 2

Small	8
Medium	4
Large	18
Total	30

3. One small unit is unavailable for management storage otherwise the Current Occupancy rate is 100%. There is a waiting list for units.

4. Building 1 and all improvements thereto will become the property of District upon termination of the Lease for said structure, on the Effective date of this Agreement.



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 – ORDINANCE NO. 215 OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING CHAPTER 12- DISTRICT PROPERTY REGULATIONS AND TABLE 20.100- DISTRICT FEE SCHEDULE OF THE MOSS LANDING HARBOR ORDINANCE CODE TO CHANGE STORAGE UNIT FACILITY REQUIRED DEPOSIT AMOUNTS.

BOARD MEETING OF SEPTEMBER 25, 2024

During the August regular meeting of the Board of Harbor Commissioners approved Ordinance No. 214 establishing rates and fees associated with the MLHD operation of a Storage Unit Facility. Since, it has come to the staff's attention that the deposit amounts allowed for Storage Units in the State of California can only be in an amount equal to 1 month's rent for each unit. Therefore, staff has prepared the attached Ordinance No. 215 changing the previously approved deposit amounts for units to an amount equal to 1 month rent in accordance with the requirements set by the State.

Therefore, staff recommends that Board review and take action to approve Ordinance No. 215 effectively setting the storage unit deposit amounts equal to 1 months rent, as shown in the attached documents, in accordance with California State Law.

ORDINANCE NO. 215

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING CHAPTER 12- DISTRICT PROPERTY REGULATIONS AND TABLE 20.100- DISTRICT FEE SCHEDULE OF THE MOSS LANDING HARBOR ORDINANCE CODE TO ESTABLISH NEW STORAGE UNIT FACILITY REGULATIONS AND CHARGES

WHEREAS, in addition to its Dry Storage Area Facilities, District intends to commence operation of ‘Storage Unit Facilities’ on District property in the latter part of 2024 to provide District patrons with District managed contained storage opportunities; and

WHEREAS, in order to accommodate and implement the operation of its Storage Unit Facilities, it is necessary to make several modifications to the District Ordinance Code and to establish basic regulations and fees pertaining to the use of said facilities.

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

Section 1. All of the recitals set forth above are true and correct to the best of the Board of Harbor Commissioners’ knowledge and by this reference are incorporated herein as findings.

Section 2. New Section 12.130- Storage Unit Facility is hereby added to Chapter 12 District Property Regulations of the Moss Landing Harbor Ordinance Code as follows:

12.310 – Storage Unit Facility

A) **Authorization for use required.** Use of the District Storage Unit Facility is allowed only with the approval of the General Manager, and only for the purpose of storing allowed items and related personal property after approval and execution of a rental agreement, assignment of an individual storage space and the payment of fees established by Code Section 20.100. Items prohibited to be stored in units include but are not limited to: hazardous materials, flammable liquids, compressed gas, and perishable food. No maintenance or major repairs to vehicles, vessels, trailers or equipment is allowed in the District Storage Unit Facility area without permission of the General Manager. Applications for storage space shall be on the form provided by the District.

Section 3. Table 20.100-District Fee Schedule of the Moss Landing Harbor Ordinance Code is hereby amended to add the following language concerning the Moss Landing Harbor Storage Unit Facility:

MLHD Storage Unit Facility	10’x 10’ = \$240.00 per month (\$240.00 Security Deposit)
	8’ x 10’ = \$135.00 per month (\$135.00 Security Deposit)
	4’ x 10’ = \$95.00 per month (\$95.00 Security Deposit)

Section 4. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Harbor Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

This Ordinance was introduced and adopted at a regular meeting of the Moss Landing Harbor District Board of Harbor Commissioners on September 25, 2024, to become effective immediately, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Table 20.100 - District Fee Schedule
Revised October 1, 2024

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

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

1) Assigned Berth Permit Fees - Calculated on a monthly basis of \$9.70/foot. All vessels holding an assigned berth permit will be billed on the basis of vessel length over-all, or berth length, whichever is the greater for the berth to which the vessel is assigned. This is irrespective of the actual berth held by the vessel. Persons having an Assigned Berth shall be entitled to the following discounts:

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

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

Existing annual assigned berth permittees will be entitled to a 3% discount until all annual accounts expire on September 30th, 2024.

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

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

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

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

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

EXHIBIT A ORDINANCE 215

- (iii) Notwithstanding the foregoing, unless the vessel provides \$5,000 worth of landing receipts, no persons will be allowed to stay on board the vessel without a liveaboard permit applied for and issued in accordance with §6.110.
 - (iv) Commercial Passenger Vessel - A vessel currently documented by the United States Coast Guard for the carriage of passengers or licensed by a state, and having proof of commercial service in the form of receipts or IRS Form 1040, Schedule C or other such proof acceptable to the Harbormaster, and whose owner holds a current Facilities Use Permit issued by the Moss Landing Harbor District permitting the commercial use of the vessel in or from Moss Landing Harbor. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.
 - (v) Other Commercial Vessel - A vessel currently documented by the United States Coast Guard or licensed by a state, and having proof of commercial status acceptable to the Harbormaster, and whose owner holds a current Facilities Use Permit issued by the Moss Landing Harbor District permitting the commercial use of the vessel in or from Moss Landing Harbor. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.
- d) Offloading Commercial Vessel Discount – a discounted berth fee of 50¢/foot per day will be charged to commercial vessels that are not subject to an existing berthing agreement with Moss Landing Harbor that offload fish in an established commercial fish offloading facility in the Harbor, subject to providing a landing receipt for such service to the Harbor upon check-in. Such discounted fee shall be in effect for a maximum of 48 hours. Thereafter, the vessel shall be subject to standard berthing fees established by the District’s fee schedule.
- e) Traveling Vessel Discount - A discount of \$1.00/foot for each full calendar month that the vessel is away from Moss Landing Harbor. This discount may only be taken if the owner or operator of the vessel notifies the harbor office on or before the 1st day of the month that the vessel will be absent for the month following.
Except as otherwise provided for in this section the definition of "Commercial Vessel" contained in Section 2.200 remains in effect.
- 2) Temporary Berth Permit Fees - Calculated on a monthly basis of \$14.48/foot. All vessels holding a temporary berth permit will be billed on the basis of the berth size appropriate to the length of their vessel over-all. Fees apply whether vessel is side-tied, end-tied, in a berth or rafted. Fees apply whether or not vessel has access to utilities. Persons having a temporary berth shall be entitled to the following discount:
- a) Quarterly Payment Discount - A discount of 3% off the regular fee for payment of 3 months in advance. In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without advance payment discount prior to issuing of any refund.
- 3) Transient Berth Permit Fees - Calculated on a daily basis of \$1.25/foot. All vessels holding a transient berth permit will be billed on the basis of boat length over-all. Fees apply whether vessel is side-tied, end-tied, in a berth or rafted. Fees apply whether or not vessel has access to utilities. The minimum daily fee shall be \$10.00. No discounts.
- 4) Multi-Hull Permit Fees – Unless occupying only a single berth, catamaran type vessels shall pay 150% of the applicable berthing fees for a vessel of its length, or length of its berth, as applicable and trimaran type vessels shall pay 200% of the applicable berthing fee for a vessel of its length, or length of its berth, as applicable.

EXHIBIT A ORDINANCE 215

- 5) In addition to berth rental fees specified above all Assigned Berth Permittees vessels utilizing District owned or operated facilities shall be charged an AMENITY FEE in the amount of \$90.00 per month. The AMENITY FEE shall be billed on a monthly basis only without adjustment. Failure to pay in accordance with your berthing agreement will result in disconnection of power to your vessel.
- 6) Liveaboard Fee: Liveaboards, as defined by §6.110 shall pay a fee of \$200.00 per person per month.
- 7) Pet Fee: Any berther or regular visitor of the Harbor District or regular visitor of a berther who brings a pet onto District property shall pay a monthly fee of \$5.00 per pet.

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

Permit	Application Fee	Permit Fee
Construction Permit	Actual cost to District. Payable per application form. CEQA review fee is also required.	None. Lease or License may be required as condition of permit.
Access/Use Permit Trailered Vessels, Includes 12 hours Parking		Daily Permit - \$23.00 per In and Out. Annual Permit - \$230.00 per calendar year. Vessels – Launch Only; \$17.00
Access/Use Permit PWC and Kayaks only; Includes 12 hours Parking		\$18.00 per day (Vehicle + a PWC/Kayak) \$180.00 per calendar year. Additional PWC/ Kayak –Launch Access Only; \$12.00 Annual Launch Access Only - \$115.00
Parking Permit Assigned vessel receives one "free" Assigned Parking Permit unless owner has Handicap Placard or sticker which is automatically free.	None	Temporary and Transient Vessels and other persons having business in the Harbor or parking for any additional liveaboard - \$100.00 per month. Daily Parking \$14.00; \$20.00/24 hrs. Boat Trailer Parking overnight in certain areas as designated by General Manager - \$10.00
Living Aboard Permit Required By All Assigned Vessels With One or More Persons Living Aboard Except Commercial Fishing Vessels, Transient Vessels	\$250.00 – One time application processing fee	\$200.00 per person per month.
Recreational Vehicle Park (Only available through District if commercial RV Park is full)	None.	Self-contained vehicles only on unimproved site. \$50.00 per night. Failure to pay will result in removal of vehicle at owner’s expense.

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Amenity Fee		\$90.00 per month
Facilities Use Permit, including Peddlers with Principal Place of Business offsite	\$250.00 application fee \$50 annual renewal Fee if no changes plus appropriate CEQA review fee if use is not exempt from CEQA.	\$250.00 per year issuance fee. Lease or license may be required as a condition of permit.
Special Activities Use Permit	\$250.00 application fee plus appropriate CEQA review fee if use is not exempt from CEQA.	\$250.00 issuance fee
Pet Permit		\$5.00 per month per pet.

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

Service/Equipment	Fee
Pass-through credit card transaction fee	3.5% per transaction added to all payments made to District using Master Charge or Visa.
Appeal to the Board (Sec. 24.100)	\$25.00 filing fee
Berth Exchange Between Two Assigned Berth Holders (Sections 6.024 and 6.026)	\$25.00 processing fee for berth exchange between two assigned berth holders to be split between applicants.
Berth Rental Security Deposit (assigned berth) (Section 6.022.B.1.a.)	\$500.00
Assigned Slip and Liveboard Waiting List per §6.050.C.1 and (E) The \$75 assigned slip wait list application fee shall be waived in the event slips in the size category required are available immediately. Notwithstanding the foregoing fee waiver, the applicant will be required to complete the wait list application for administrative and documentary tracking purposes.	\$75.00 waiting list fee payable annually in January. An assigned vessel that intends to be away for one year or greater may give up its berth and be assigned to the highest position on the waiting list by payment of an annual fee equal to one month's berthing fee in advance and without discount. In the case of multiple vessels utilizing this provision Section 6.050(B) shall apply.
CEQA Review - Sections 20.240 and 22.220	\$75.00 deposit for project application subject to review by

EXHIBIT A ORDINANCE 215

Service/Equipment	Fee
	General Manager. \$500 deposit for project application subject to review by Board. Additional fees in amount actually incurred by the District for consultant, studies, public notices, etc. (See Section 20.240.)
Copies of Code Amendments – §1.200(B)(9) & and Copies of Public Records – §20.210	\$1.00 for first page, \$0.15 for each additional page. Fees waived for official distribution copies per Ordinance Code.
Dry Storage Space Rental – Section 12.300	<p>Palletized or Unitized storage of materials or gear.</p> <p>Loose gear or materials must be secured on pallets and stacked not more than 8 feet high. Vehicles including boats on trailers; current registration required. Inoperable vehicle registration or immobile vehicles not allowed.</p> <p>10' X 20' = \$120.00 10' X 30' = \$130.00 10' X 40' = \$140.00</p>
Dry Storage Space – North Harbor	<p>Boats on trailers only; current registration required</p> <p>10' X 20' = \$160.00 10' X 30' = \$180.00 10' X 40' = \$200.00</p>
MLHD Storage Unit Facility	<p>10' X 10' = \$240.00 (Security Deposit \$240.00) 8' X 10' = \$135.00 (Security Deposit \$135.00) 4' X 10' = \$95.00 (Security Deposit \$95.00)</p>
Small Barge	\$115.00 per hour or fraction thereof for equipment and 1 employee, 1 hour minimum.
Skiff	\$150.00 per hour or fraction thereof for equipment and 1 employee, 1 hour minimum.
Forklift	\$75.00 per hour or fraction thereof including 1 employee, 1 hour minimum.
Truck	\$200.00 per hour or fraction thereof for equipment and 2 employees, 1 hour minimum.
Floating Barge/Crane (Requires skiff at separate skiff fee)	\$200.00 per hour or fraction thereof for equipment and 2 employees (skiff separate), 1 hour minimum.
Miscellaneous Equipment	As determined by the General Manager.
Pumpout	\$200.00 per hour or fraction thereof for 1 pump and 1 employee; \$100.00 per hour or fraction thereof for each additional pump with employee, 1 hour minimum.
Refloating of Sunken Vessel	The greater of \$800 or actual costs.
Towing Outside the Harbor (for non-emergency in Elkhorn Slough)	\$250.00 per hour or fraction thereof for one boat and two employees. Time begins when boat leaves berth. Time

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Service/Equipment	Fee
	ends when boat returns to berth. 2 hour minimum.
Towing Within the Harbor	\$150.00 one way - includes 1 boat and two employees. \$100.00 per hour for each additional boat with employee, 1 hour minimum.
District Vehicle	\$75.00 per hour or fraction thereof for vehicle and 1 employee, 1 hour minimum.
District Personnel	\$70.00 per hour or fraction thereof per employee during normal business hours; \$100.00 per overtime hour or fraction thereof per employee, 1 hour minimum.
Phone Installation	\$90.00 flat fee (installation only, any repairs refer above to District personnel for hourly rate)
Inoperable Vessel Mooring Surcharge - Sec. 6.120.C	\$175.00 per month until the vessel is made operable, or is removed from the Harbor, pro-rated for periods less than 1 month. Surcharge begins at the expiration of the 30-day period.
Key Issuance	Metal keys - \$25.00 per key deposit. Deposit will be forfeited if key not returned within 60 days of departure. Magnetic keys - \$10 per key purchase price. District may repurchase in its discretion in an amount based on condition. Magnetic key fobs - \$12 per fob purchase price. District may repurchase in its discretion in an amount based on condition.
Returned Check, Non-Sufficient Funds	\$25.00 per check.
Late Payment Handling Charge - Section 20.010(C)(2)	\$35.00 per occurrence on balances of \$140.00 or more.
Mailed Notices - Chapter 24.200 A) 2) a) (ii)	\$5.00 per individual notice; Fees waived for official distribution required by Brown Act, or to other agencies, or committee members.



BOARD OF COMMISSIONERS
Russell Jeffries
Vincent Ferrante
James Goulart
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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 – RESOLUTION 24-04 FORD F-150 MAINTENANCE TRUCK TO BE DECLARED SURPLUS PROPERTY
BOARD MEETING OF SEPTEMBER 25, 2024

After getting a new maintenance truck in 2023, Staff was left with a now inoperable 2005 Ford F-150 in the Maintenance Lot. The F-150 is in a dilapidated condition and the cost of repairs needed for the vehicle to become operable greatly outweigh its value.

Staff has contacted the local Pick and Pull and they estimated the salvage value at approximately \$450.00. Staff is in communication with Pick and Pull and will schedule a haul away should the Board declared the F-150 as surplus property. Therefore, Staff requests that the Board of Commissioners review and adopt Resolution 24-04 attached hereto declaring the inoperable Ford F-150 as surplus property for the purpose of salvage.

RESOLUTION 24-04

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

DECLARING THE DISTRICTS 2005 FORD F-150 AS SURPLUS PROPERTY AND AUTHORIZING THE GENERAL MANAGER TO DISPOSE OF SAME

* * * * *

WHEREAS, the Moss Landing Harbor District owns a 2005 Ford F-150, and

WHEREAS, said vehicle was purchased used in or about the year 2005 and is in poor condition, and

WHEREAS, the Moss Landing Harbor District has replaced the above vehicle with a newer vehicle, and

WHEREAS, the District no longer needs the 2005 Ford F-150 described above and the cost of repairs would exceed the value of the truck; therefore the same should be declared surplus property, and

WHEREAS, the customary disposition of surplus property is to dispose of the same in manner deemed most appropriate by the General Manager (auction, destruction, etc.).

NOW THEREFORE, BE IT RESOLVED THAT the Board of Harbor Commissioners hereby declares the Districts Ford F-150 as surplus property and authorizes and directs the General Manager to dispose of the same in an appropriate manner and to execute such documents as may be necessary to transfer title and release such property.

* * * * *

CERTIFICATION

Resolution 24-04 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a regular meeting of the Board held on the 25th day of September, 2024, a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners