

Board of Harbor Commissioners

Crescent City Harbor District

November 19, 2024

Regular Harbor Commission Meeting



Regular Meeting

Board of Harbor Commissioners of the Crescent City Harbor District

Harry Adams, President Rick Shepherd, Secretary
Wes White, Commissioner; Brian Stone, Commissioner; Gerhard Weber, Commissioner

AGENDA

Date: **Tuesday, November 19, 2024**

Time: **Open Session 2:00 p.m.**

Place: **101 Citizens Dock, Crescent City, CA, and via Zoom Webinar,**

VIRTUAL MEETING OPTIONS

TO WATCH (via online)

<https://us02web.zoom.us/j/6127377734>

TO LISTEN (via telephone)

Dial (669) 900-6833, please enter 612 737 7734# (meeting ID)
or, one tap mobile: +16699006833,,6127377734#

Please Note, President Adams will be participating via Zoom from the following location: Apartment 32, Paseo Adolfo López Mateos/Benito Juárez, Downtown (Centro) Loreto, Baja California Sur 23880 Mexico

1. Preliminary Items

- a. Call to Order**
- b. Roll Call**
- c. Pledge of Allegiance**
- d. General Public Comments**

*The general comment period is provided for subjects not included on the agenda. Each person is limited to a maximum of 3 minutes of speaking time. The Board may not take action on non-agendized matters. However, the Board or its staff may briefly respond to statements or questions from the public.
(Gov. Code § 54954.2(a)(2))*

2. Consent Calendar

Consent Calendar items are considered routine and will be approved by one motion. The public, staff, or Commissioners may request specific items be removed from the Consent Calendar for separate consideration.

- a. Approve Meeting Minutes of the October 1, 2024 Regular CCHD Board Meeting.**

3. New Business

- a. Consider and Vote to Approve Environmental Site Assessment Proposal for 121 Starfish Way.**
- b. Discuss Potential Wave Energy Demonstration Project.**
- c. Discuss Closure of Pacific Seafood Ice Plant and Solutions to Maintain Ice Availability.**
- d. Discuss Strategies for Achieving Cost Savings in Harbor Administration.**

4. Old Business

- a. Consider and Vote to Approve Revised Utility Audit Proposal from Advanced Recovery Services, Inc.**
- b. Discuss Revised Finance and Administration Policies and Procedures.**
- c. Review and Approve Revised Bylaws.**

5. Communications and Reports

- a. Update on South Beach Restroom Project**
- b. Grants Update**
- c. Financial Report**
- d. CEO/Harbormaster Report**
- e. Harbor Commissioner & Ad Hoc Committee Reports**

6. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Tuesday, December 3, 2024**, at 2 p.m. PDT. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to person with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.*



1. Preliminary Items

- a. Call to Order**
- b. Roll Call**
- c. Pledge of Allegiance**



1. Preliminary Items

d. General Public Comments

The general comment period is provided for subjects not included on the agenda. Each person is limited to a maximum of 3 minutes of speaking time. The Board may not take action on non-agendized matters. However, the Board or its staff may briefly respond to statements or questions from the public. (Gov. Code § 54954.2(a)(2))



2. Consent Calendar

Consent Calendar items are considered routine and will be approved by one motion. The public, staff, or Commissioners may request specific items be removed from the Consent Calendar for separate consideration.

- a. Approve Minutes of the October 1, 2024 Regular Meeting.**

Public Comment?



3. New Business

- a. **Consider and Vote to Approve Environmental Site Assessment Proposal for 121 Starfish Way.**

Public Comment?



Phone: (707) 441-8855 Email: info@shn-engr.com Web: shn-engr.com
812 W. Wabash Avenue, Eureka, CA 95501-2138

Reference: 024000.067

September 30, 2024

Kristina Hanks
Crescent City Harbor District
121 Starfish Way
Crescent City, CA 95531

by email: khanks@ccharbor.com

Subject: Proposal for Phase I Environmental Site Assessment at 121 Starfish Way, Crescent City, California; Crescent City Harbor District

Dear Selection Committee:

Thank you for offering SHN the opportunity to provide environmental services for Phase I environmental site assessment (ESA), and potentially a Phase II ESA. It is our understanding that the ESAs will be performed on a portion of Del Norte County Assessor's parcel number 117-020-016-000, 121 Starfish Way (subject property).

SHN understands that the Phase I ESA is required for due diligence. This letter outlines SHN's qualifications, relevant project experience, project organization, proposed approach/scope of services, costs, and schedule.

1.0 SHN's Experience and Qualifications

1.1 General Firm Overview

Founded in 1979, SHN is a multi-disciplinary firm meeting the needs of communities in Northern California and Southern Oregon for more than 45 years. SHN supports six regional offices (Willits, Fort Bragg, Eureka, and Redding, California; and Coos Bay and Klamath Falls, Oregon). Our firm is comprised of more than 115 employees who represent various disciplines, including civil engineering, environmental services, planning and permitting, geosciences, surveying, biological sciences, and materials testing/special inspections.

Through the application of both time-tested and contemporary methods, SHN offers its clients efficient, practical, sustainable solutions to challenging problems. SHN strives to contribute to a socially responsible and rewarding environment for its clients, employees, and community at large.

While SHN had been registered as a California Small Business Enterprise (SBE) for more than a decade, our firm now is comprised of too many employees to meet the State's SBE classification requirements. However, SHN is recognized as a federal small business entity.



1.2 General ESA Services

SHN has completed more than 400 environmental assessments for the purpose of assessing properties for the presence or absence of regulated or hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), and Title 22 of the California Code of Regulations. SHN uses a comprehensive site assessment report format developed to meet the requirements to qualify for the innocent landowner defense to CERCLA liability. SHN's report format is in compliance with the ASTM-International (ASTM) Standard E1527-21; "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," or ASTM Standard E2247-23; "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property."

SHN has completed environmental site assessments for a variety of commercial, industrial, agricultural, undeveloped, and proposed conservation properties located throughout northern California and southern Oregon. SHN specializes in serving the needs of our clients and has acquired expertise in working with the types of businesses and activities found in property transfers typical for the region. SHN's projects have included full-scale state and federal superfund and Brownfield sites, as well as numerous smaller, independent investigations. SHN tailors site investigations to meet the specific regulatory and financial needs of each client.

1.3 Recent Phase I/II ESA Projects

Within the last 5 years, SHN has successfully completed Phase I ESAs for a variety of clients, including local and state municipalities, school districts, non-profit organizations, Native American rancherias, automobile dealership and service station owners, corporate lenders, REALTORS®, residential and commercial builders, private property owners, multi-family housing, feedlots, and other entities.

The following list presents several Northern California Phase I ESA's that SHN has conducted recently:

- California Indian Environmental Alliance, Crescent City, CA
- Confidential Client, 2 Phase I ESA's in Crescent City
- City of Eureka, Six Phase I ESAs, Eureka, CA
- Trinidad Rancheria, Trinidad, CA
- Michigan-California Timber, northeast CA (108,000 acres)
- Save the Redwoods League, Elk Meadow, Humboldt County, CA
- Save the Redwoods League, Burbeck Creek, Mendocino County, CA
- Scotia Union School District, Scotia, CA
- Jacoby Creek School, Arcata, CA
- Humboldt County Department of Public Works, 3 Phase I ESAs, Eureka, CA
- P&B Labs, Eureka, CA
- Hochgraef Property, Laytonville, CA
- Humboldt State University, DeMassa Residence, Arcata, CA



- Shipwreck Site, Fields Landing, CA
- City of Eureka, Marina Way, Eureka, CA
- City of Eureka, Hilfiker Lane, Eureka, CA
- Open Door Community Health Center, Arcata, CA
- Proposed Plaza Property, Blue Lake, CA
- Scotia Union School District Gymnasium, Scotia, CA

In addition, the following list presents several Northern California and Southern Oregon Phase II ESA's that SHN has conducted recently:

- Louisiana Pacific, Samoa, CA (Phase II ESA/Groundwater Monitoring)
- Little Lakes Brownfield, Arcata, CA (Phase II ESA)
- Pelican Bay State Prison, Crescent City, CA (Phase II ESA)
- City of Eureka, Waterfront Drive (Phase II ESA)
- Eureka High School (Phase II ESA)
- City of Lakeside WWTP, Lakeside, OR (Phase II ESA / Groundwater Monitoring)
- Jordan Cove Landfill, Coos Bay, OR (Phase II ESA / Groundwater Monitoring)
- Dunes Ranch, Coos County, OR (Phase II ESA / Groundwater Monitoring)
- JCE Landfill Closure, Coos Bay, OR (Phase II ESA / Soil Gas Monitoring)
- Dunes KOA, Coos County, OR (Phase II ESA / Groundwater Monitoring)

1.4 Relevant Project Experience

In addition to the bulleted project experience listed above, the following information describes two recent and similar projects in which SHN provided ESA services.

- **Confidential Client – Multiple Phase I and II ESAs**

In 2024, SHN completed 15 Phase I ESA's and 14 Phase II ESA's for a property transfer for properties scattered throughout southwestern Oregon for a petroleum retailer. Due to a narrow timeframe, the Phase I and Phase II ESAs were performed concurrently. SHN was able to complete the requested work within an aggressive timetable, to meet the needs of the client.

- **City of Eureka – Five Phase I ESAs**

In 2023, SHN completed four Phase I ESA's and one Phase I ESA update for 5 properties in the City of Eureka. The properties included parcels in the Old Town neighborhood and former boatyards along the Humboldt Bay waterfront. SHN completed these Phase I's in a narrow timeline to meet the deadlines of the client. No recognized environmental conditions were found, so Phase II work was not warranted.



1.5 Project Organization

The following table presents our team’s proposed organization to complete the project. The project will be managed by Roland Rueber, PG. Roland is a Senior Geologist with more than 28 years of professional experience and he has completed more than 300 Phase I and II ESAs. Summary-level resumes are provided in Attachment 1.

SHN Team Member	Project Role	Years of Experience
Roland Rueber, PG	Project Manager	28
Diana Ward	Environmental Services Coordinator	23
Roger Klakken	Staff Geologist	11
Julia Maddox	Staff Geologist	4

2.0 Project Approach

2.1 Phase I ESA

SHN’s proposed scope of work is designed to comply with the ASTM Standard E1527-21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.” Work will be completed under the direct supervision of a California professional geologist.

Within this scope of work to complete this ESA, SHN will perform the following work tasks:

- Conduct a site inspection of the subject property to identify visual evidence of surface contamination and potential subsurface sources of contamination.
- Conduct a survey of sites near the subject property to identify ones that may use, produce, or store hazardous materials and/or generate hazardous waste.
- Conduct interviews with regulatory authorities and/or people familiar with the use of the parcel.
- Examine aerial photographs of the subject property taken over the past 50 to 60 years, historical Sanborn Maps, United States Geological Survey (USGS) topographic maps, and archived permit records and business (street) directories, as available. These examinations will seek to develop a continuous site history dating back to 1940 or the first known development of the parcel, whichever is earlier, as recommended by the ASTM guideline.
- Using the ASTM-designated search radii, review federal, state, county, and other regulatory agency lists and databases (including Comprehensive Environmental Response Compensation and Liability Information System [CERCLIS], National Priorities List [NPL], and Cal-sites) for sites with known hazardous materials contamination and/or registered underground storage tanks located on or near the subject property.
- Review regulatory agency files, if necessary, for identified contaminated sites to determine if the listed sites are potential hazardous-material threats to the subject property.



- Review previous site investigations or ESAs for the subject property, if available.
- Identify existing or proposed municipal infrastructure for the subject property and vicinity, including potable water, wastewater, and stormwater provisions, as mandated by the ASTM guidelines.
- Describe local and regional geological and groundwater conditions in the vicinity of the subject property.
- Complete a land-use questionnaire (supplied by SHN).
- Provide photographs of the subject property and areas of concern.
- One report will be prepared for the subject property. SHN will provide one PDF on disc or by download link of the Phase I ESA report presenting the results of the investigation for the parcel. The report will include topographic, vicinity, and parcel maps, and present findings regarding current and former operations pertaining to hazardous materials usage, storage, or disposal, discuss recognized environmental conditions (RECs), and identify data gaps, if any.

2.2 Assumptions

SHN's proposed Phase I work scope and costs assume the following:

- Client will provide authorization for SHN to access the subject property in a timely manner.
- Client will provide available information regarding the past operations at the subject property (that is not publicly available), and preliminary title reports (if available).
- Client will provide SHN the contact information of the property owner and the user of the Phase I to complete the ESA questionnaires. The persons identified should be able to provide information regarding the subject property's former and current uses in a timely manner.

2.3 Phase II ESA

The following scope is based on the information provided in the RFP, and visual observations made during the preliminary site walk. Additional sampling locations may need to be added pending the completion of the Phase I ESA.

2.3.1 Subsurface Sampling

SHN will perform the following tasks at the subject property:

- Coordinate with a drilling subcontractor.
- Procure boring permits from the Del Norte County Division of Environmental Health.
- Mark the site with white paint and notify Underground Service Alert North.
- Have the near surface samples analyzed for cadmium, chromium, nickel, lead, and zinc.
- Install five Geoprobe borings to approximately 16 feet below ground surface (BGS), with at least two soil samples collected from each boring for laboratory analysis.



- Install a temporary wellpoint in two of the borings for the collection of a groundwater sample for laboratory analysis.
- Have soil and groundwater samples from the Geoprobe borings analyzed for:
 - Soil - metals (cadmium, chromium, nickel, lead, and zinc).
 - Soil and groundwater - total petroleum hydrocarbons as motor oil (TPHMO), as diesel (TPHD), and as gasoline (TPHG), benzene, toluene, ethylbenzene, total xylenes, naphthalene, fuel oxygenates.
 - Groundwater - dissolved metals (cadmium, chromium, nickel, lead, and zinc).
- Install one hand augered boring near the above ground transformer.
- Collect two soil samples from the hand augered boring and submit for the analysis of polychlorinated biphenyls (PCBs).
- Properly dispose of decontamination water from the boring installations.
- Prepare a summary report for submittal to the Harbor District.

2.3.2 Assumptions

SHN's proposed work scope and costs assume the following:

- Client will provide authorization for SHN to access the site in a timely manner.
- Any waste soil will be placed in a steel drum and left on site.

3.0 Fees

SHN's cost estimated for labor and expenses to provide the required professional services is:

- Phase I ESA: \$7,500
- Phase II ESA: \$20,000

4.0 Timeline

The Phase I ESA can be completed within 30 to 45 days from authorization. The Phase II report can be submitted within 60 days of completing the field sampling; however, timing for the field sampling is dependent on the drilling subcontractor's schedule.



Crescent City Harbor District

Proposal for Phase I Environmental Site Assessment at 121 Starfish Way

September 30, 2024

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Please contact me at 707-845-5909 if you have any questions about this proposal.

Respectfully,

SHN

A handwritten signature in blue ink, appearing to read "Roland Rueber", is written over a light blue rectangular background.

Roland Rueber, PG
Senior Geologist

RMR:dla

Attachment 1. SHN Project Team Resumes



SHN Project Team Resumes

1

**Distinguishing
Qualifications**

- Project Management
- Phase I / II Site investigations, remedial action plans, and remediation well installations
- Excavations, drilling, soil and groundwater sampling
- Membrane Interface Probe investigations and interpretation
- Choosing effective remediation systems
- Natural attenuation evaluations
- LNAPL Evaluations
- In Situ Chemical Oxidation

Years of Experience: 28

With SHN: 24

Education

B.S., Geology, Humboldt State University, Arcata, California; 1993

**Professional
Registrations**

- Professional Geologist; CA #7629; 2003

Roland Rueber, PG

Senior Geologist

**Relevant Experience**

Mr. Rueber has 28 years of experience at SHN in environmental and applied geology while working with federal, state, and local regulatory agencies.

Experience includes project management, Phase I/II site investigations, Brownfield investigations, site remediation, plan and procedure development, bid preparation, permitting, and subcontractor oversight. He has prepared and implemented over 100 remedial action plans for a variety of contaminants and more than 300 Phase I/II ESAs.

Representative Recent ESA Projects

- California Indian Environmental Alliance, Crescent City, CA
 - Confidential Client, 2 Phase I ESA's in Crescent City, CA
 - City of Eureka, 6 Phase 1s, Eureka, CA
 - Trinidad Rancheria, Trinidad, CA
 - Michigan-California Timber, Northeast California (108,000 acres)
 - Save the Redwoods League, Elk Meadow, Humboldt County, CA
 - Save the Redwoods League, Burbeck Creek, Mendocino County, CA
 - Scotia Union School District, Scotia, CA
 - Jacoby Creek School, Arcata, CA
 - Humboldt County Department of Public Works-3 Phase 1s, Eureka, CA
 - P&B Labs, Eureka, CA
 - Humboldt State University, DeMassa Residence, Arcata, CA
 - Shipwreck Site, Fields Landing, CA
 - City of Eureka, Marina Way, Eureka, CA
 - City of Eureka, Hilfiker Lane, Eureka, CA
 - Open Door Community Health Center, Arcata, CA
 - Proposed Plaza Property, Blue Lake, CA
 - Del Norte Street Property, Eureka, CA
 - Louisiana Pacific, Samoa, CA (Phase II ESA/Groundwater Monitoring)
 - Little Lakes Brownfield, Arcata, CA (Phase II ESA)
 - Pelican Bay State Prison, Crescent City, CA (Phase II ESA)
 - City of Eureka, Waterfront Drive (Phase II ESA)
 - Eureka High School (Phase II ESA)
-

**Distinguishing
Qualifications**

- Project Management
- Phase I / II Site investigations
- Compliance and stormwater monitoring projects

Years of Experience: 23

With SHN: 23

Professional Training

- Qualified Industrial Stormwater Practitioner (QISP)

Diana Ward

Environmental Services Coordinator

**Relevant Experience**

Ms. Ward is SHN's Environmental Services data and documents administrator. She tracks and schedules monitoring reports, and is in charge of uploading data to State databases, such as GeoTracker. She serves as Project Manager of numerous compliance and stormwater monitoring projects, assisting the construction and forest product sectors. Ms. Ward has served as writer/data reviewer for numerous environmental engineering and hazardous materials reports, including site assessments, reports of findings, monitoring reports, and closure reports.

Representative Recent ESA Projects

- City of Eureka, 6 properties, Eureka, CA
 - Del Norte Street Property, Eureka, CA
 - Reservation Ranch, Smith River, CA
 - H Street Property (1), Eureka, CA
 - H Street Property (2), Eureka, CA
 - Eureka Phase I ESA Corridor Study
 - Humboldt State University, DeMassa Residence, Arcata, CA
 - Scotia Union School District, Scotia, CA
 - 2nd Street, Eureka, CA
 - Open Door Community Health Center, Arcata, CA
 - Swan Lake Property, Dairy, OR and surrounding areas
 - S Bay Depot Road, Fields Landing, CA
 - P&B Labs, Eureka, CA
 - HSU Steward Property, Arcata, CA
 - City of Blue Lake Truck Route Corridor Study
 - Trinidad Rancheria, Trinidad, CA
 - Louisiana Pacific, Samoa, CA (Phase II ESA/Groundwater Monitoring)
 - Little Lakes Brownfield, Arcata, CA (Phase II ESA)
 - Pelican Bay State Prison, Crescent City, CA (Phase II ESA)
 - City of Eureka, Waterfront Drive (Phase II ESA)
 - Eureka High School (Phase II ESA)
-

Distinguishing Qualifications

- OSHA-HAZWOPER certified and capable of providing fieldwork on any hazmat site
- Experience with environmental soil and water sampling
- Experience with the installation of monitoring/sparge wells
- Construction Oversight
- Field Site Management

Years of Experience: 11

With SHN: 7

Education

B.S., Geology, Portland State University, Portland, OR

Certifications, Trainings, and Affiliations

- Qualified SWPPP Practitioner (QSP)
CASQA #27420
- 40-hour OSHA HAZWOPER Certified
- 8-hour OSHA HAZWOPER Certified
- Electrical Transmission Line Safety Orientation – (Non-Line Worker)

Roger Klakken

Staff Geologist

Relevant Experience

Mr. Klakken is OSHA-HAZWOPER certified and capable of providing fieldwork on any stormwater and hazardous materials site. He has more than 11 years of experience in the geologic and environmental fields. He works with regulatory agencies in relation to his assigned projects.

His experience includes underground storage tank (UST) investigations and remediation projects, stormwater sampling and observation recording, project management, subsurface investigation, permit applications, and Phase II Environmental Site Assessments (ESAs).

Field experience includes UST excavations, drilling, soil, groundwater, and surface water sampling (site characterization), lithologic logging, construction oversight, and monitoring well installation.

Representative Recent ESA Projects

- Confidential Client, 2 Phase I ESA's in Crescent City, CA
- City of Eureka, 6 properties, Eureka, CA
- Del Norte Street Property, Eureka, CA
- Reservation Ranch, Smith River, CA
- H Street Property (1), Eureka, CA
- Eureka Phase I ESA Corridor Study



**Distinguishing
Qualifications**

- Phase I Site investigations, remedial action plans, and remediation well installations
- Field inspections
- Regulatory reporting
- HMBP and SPCC plans

Years of Experience: 4

With SHN: 2

Education

B.S., Geology, Humboldt State University, Arcata, California; 2018

SHN Office Location

Redding, CA

Julia Maddox

Staff Geologist

Relevant Experience

Ms. Maddox is staff geologist with experience in environmental compliance monitoring at industrial facilities and Phase 1 Environmental Site Assessments. She has performed regular field inspections, member training, and regulatory reporting for over 50 industrial facilities in California.

She has prepared and implemented Hazardous Materials Business Plans (HMBP) and Spill, Prevention, Control, and Countermeasures Plans (SPCC) in accordance with local, state, and federal regulations.

Ms. Maddox has assisted in mapping burn zones with drone footage post wildfire to mitigate soil loss and implement sediment and erosion controls and continues to work on projects with Stormwater Pollution Prevention Plans (SWPPP) with ongoing monitoring and reporting support.

Representative Recent ESA Projects

- Confidential Client, 2 Phase I ESA's in Crescent City, CA
- Sunset Heights, City of Eureka, Eureka, CA
- 16 2nd Street, City of Eureka, Eureka, CA
- 111 Puente Del Monte Ave, Papé, Gonzales, CA
- Valley Truck and Tractor, Papé, Woodland, CA
- Valley Truck and Tractor, Papé, Robbins, CA
- Valley Truck and Tractor, Papé, Yuba City, CA
- NorCal Kenworth, Papé, Sacramento, CA
- Reservation Ranch, Agricultural Finance & Investments, Crescent City, CA
- 16715 Condit Road, Papé, Morgan Hill, CA
- 2552 CA-4, Papé, Stockton, CA





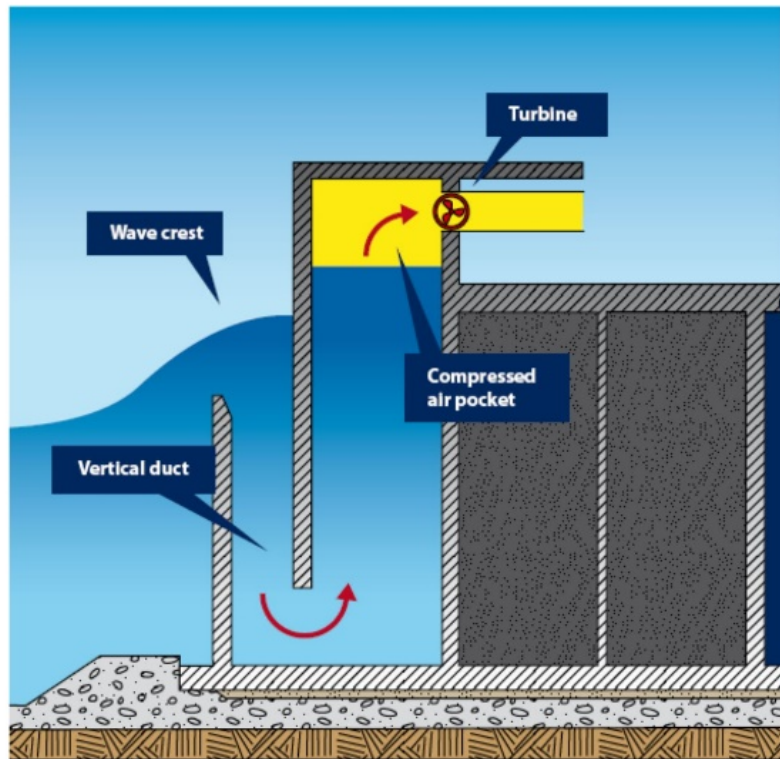
3. New Business

b. Discuss Potential Wave Energy Demonstration Project.

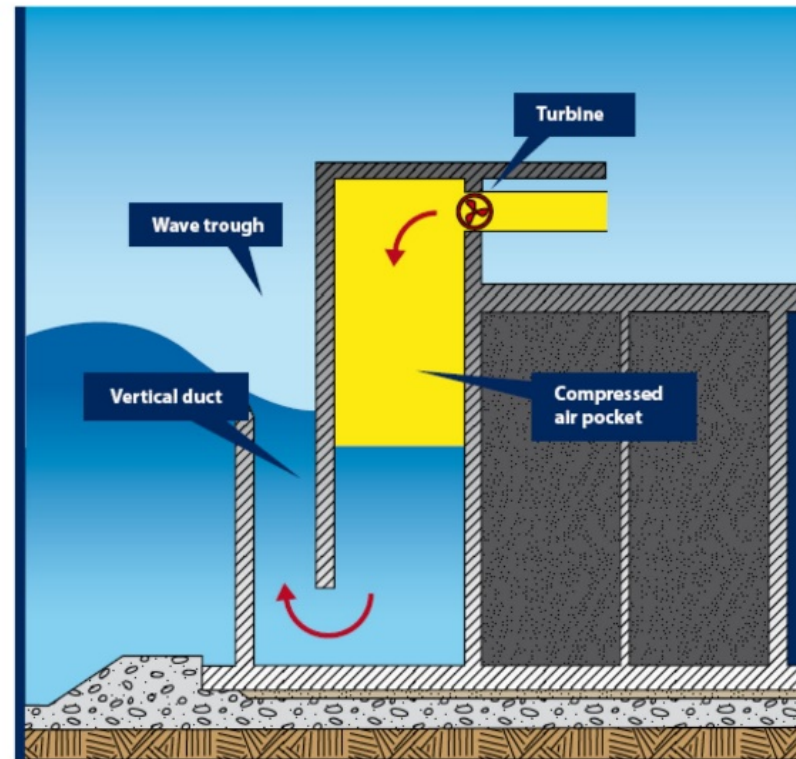
Public Comment?

Resonant Wave Energy Converters (REWEC3)

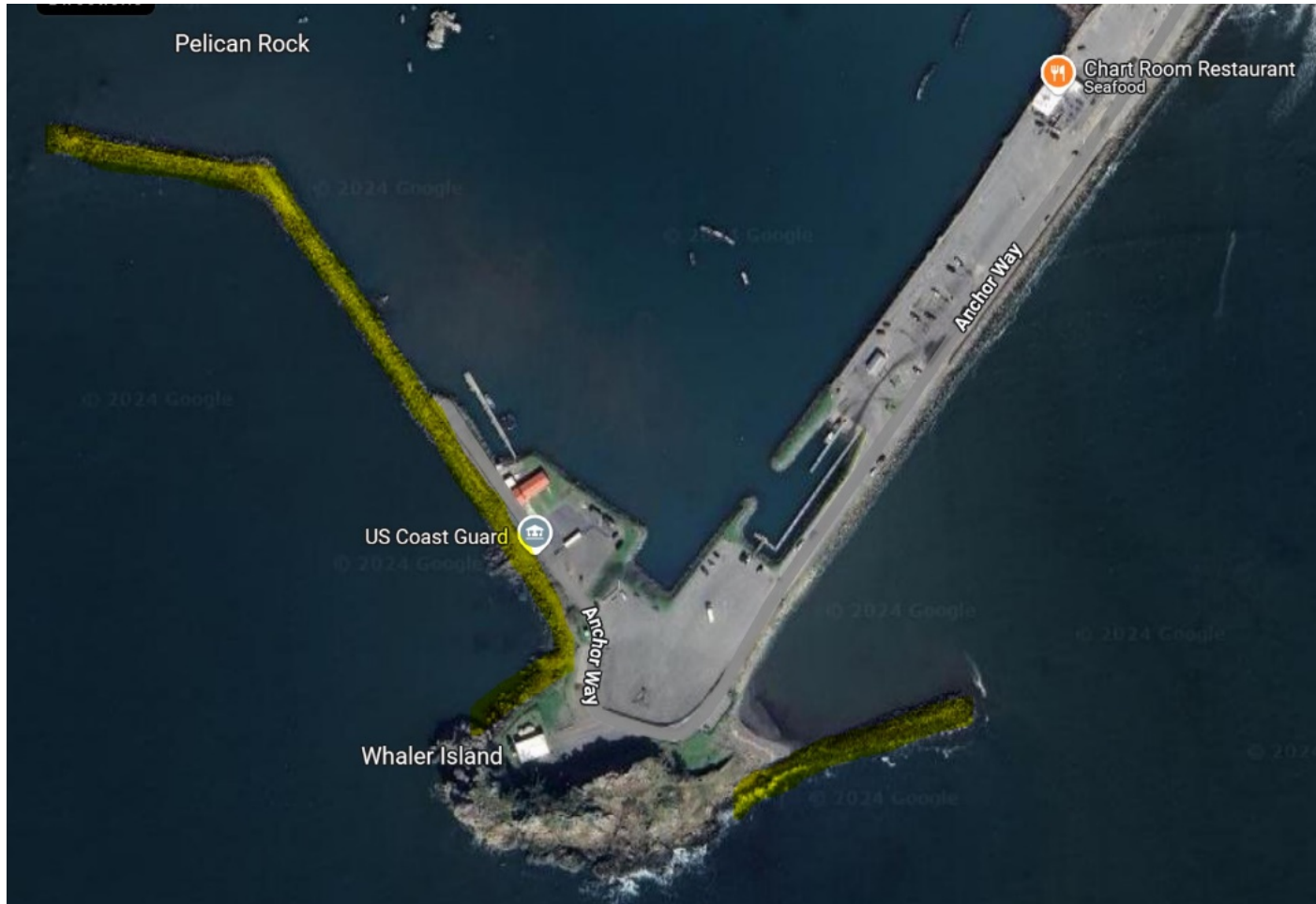
Wave crest



Wave trough



The Resonant Wave Energy Converter 3 (REWEC3) belongs to the family of Oscillating Water Column (OWC) generator devices. It enables the energy of incident waves to be converted to electrical energy via air turbines.



The generators are specifically designed for breakwater installations, proposed for the areas shaded in yellow above.

REWEC3 consists of a chamber with a water column in the lower part and an air pocket in the upper part. As incident waves act on the device, the water within the U-shaped duct undergoes a reciprocating motion. This motion alternately compresses and expands the air pocket, creating airflow in the air duct. A turbine coupled with an electrical generator, is driven by this airflow to produce electric energy.

The REWEC3 can be incorporated into traditional (new or existing) rubble breakwaters with the addition of monolithic reinforced concrete. Five proposed REWEC3 chambers will be equipped with sensors to measure water levels and air pressure at the chamber openings, which will help to estimate key parameters such as average absorbed, converted, and produced wave energy. The overall project budget is \$10M-\$13M. The 5 chambers will amount to 500 kW total installed power, producing up to 625 MWh annually.





3. New Business

- c. Discuss Closure of Pacific Seafood Ice Plant and Solutions to Maintain Ice Availability.**

Public Comment?



9/5/24

Tim Petrick
CEO/Harbormaster
Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531

Re: Cessation of Ice House Operations

Tim,

With the prolonged lack of ice sales and the continuing increase in the cost of repairs and normal operational expenses, Pacific Seafood – Eureka, LLC has made the difficult decision to cease all operations and terminate the lease of the Crescent City Citizens Dock Ice House on Saturday, October 5, 2024. As the applicable Lease Agreement expired in 2016, Pacific Seafood has been paying the rental fees on a constructive month-to-month leasehold basis; upon expiration of the 30-day termination notice period, our landlord/tenant relationship and all ongoing payment obligations specific to this property shall cease.

I am currently traveling for the next few days but am available to discuss next week when you are available.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Cincotta".

Joe Cincotta
Pacific Seafood Group
General Manager Southern Processing
p. 707-442-2981 ex. 8504 | c. 916-824-5139



3. New Business

- d. Discuss Strategies for Achieving Cost Savings in Harbor Administration.**

Public Comment?

EXECUTIVE PAYROLL

PREVIOUS ANNUAL COST	\$ 375,000
CURRENT ANNUAL COST	\$ 184,000

ANNUAL SAVINGS **\$ 191,000**

Formerly 3 positions: CEO/Harbormaster, Asst. Harbormaster, Comptroller
Consolidated into 2 positions: CEO/Harbormaster & Dir. of Operations

FORMERLY OUTSOURCED FUNCTIONS now brought in-house under Operations

GRANT MANAGEMENT (CSS)	\$ 140,000
ACCOUNTING SERVICES (AMBIT)	\$ 19,200

ANNUAL SAVINGS **\$ 159,200**

LEGAL FEES

ACTUAL JAN through OCT 2024 LEGAL FEES	\$ 165,000
JAN through OCT 2024 AVERAGE MONTHLY	\$ 16,500
EST. MONTHLY FEES MOVING FORWARD	\$ 2,000
EST. MONTHLY SAVINGS	\$ 14,500

ANNUAL SAVINGS **\$ 174,000**

INCREASED OPERATIONAL EFFICIENCY (est)

vendor changes, contract adjustments

ALARM SYSTEM EQUIPMENT & MONITORING	\$ 8,000
TRAINING & TRAVEL	\$ 15,000
MAINTENANCE & REPAIRS	\$ 40,000

ANNUAL SAVINGS **\$ 63,000**

POTENTIAL ANNUAL SAVINGS

\$ 587,200



4. Old Business

- a. **Consider and Vote to Approve Revised Utility Audit Proposal from Advanced Recovery Services, Inc.**

Public Comment?

ARS Utility Audit Proposal Summary

What is needed for an Audit?

1. One bill copy per account.
 - If the client has online access to their utility invoices, they can provide the login information and ARS will pull the historical usage and bills online.
2. Copy of any supplier agreements.
3. Signed letter of authorization & audit agreement.

Audit Compensation

Within our finding reports, there will be two types of findings presented: Refunds & Reductions:

Refunds- 40% of any refunds/credits obtained by the customer, as based on the results of the audit (Ex., \$1,000 refund, ARS sends an invoice for \$400).

Reductions- When any savings recommendations are implemented as a result of the audit, ARS will receive a 40% share of the savings monthly for the first 24 months of actual savings. (Ex., A reoccurring charge of \$25 was removed from an account. We'll ask for \$10.00 a month, billed on a monthly basis, for 24 months and then the client keeps the savings forever).

If nothing is found, there is no fee charged to the client for the audit. ARS is purely contingent based.

The No Obligation Utility Audit

ARS is only compensated on the credits/refunds. When findings are uncovered, ARS will present a finding report to the client. In return, ARS is only compensated on findings the client actually receives. As a result, our audit team is incentive driven to maximize refunds & reductions and present findings in a clear, easy to understand format.

Broker Services

If the client requests ARS to provide alternative rates for Energy, Telecom, and/or Wireless services, ARS has broker relationships with a variety of suppliers and carriers to obtain multiple proposals. ARS is able to obtain alternative rates with just one bill copy per utility account and presents broker services through a no obligation rate comparison. If the client chooses a proposal, ARS will be compensated by the supplier as a broker. In return, the client will not pay ARS directly for any broker services. Note: the client does not have to sign an Audit Agreement to receive rate comparison proposals.

ARS Utility Audit Proposal Summary

This AGREEMENT is made this day 14th of November, 2024, by and between Crescent City Harbor District, (“Client”) and Advanced Recovery Services, Inc., (“Auditor”).

I. Purpose and Duration of Agreement

The purpose of this Agreement is to state the terms and conditions under which Auditor is to provide Client with consulting services designed to obtain rebates and reductions in the areas of utilities and telephone expenses (collectively, “Utilities”). The duration of this Agreement shall be for one year but will automatically renew on a month-to-month basis after such period. After the initial term, either party may terminate this agreement with a 30-day written notice, however, any fees due Auditor shall continue to be due and owing after expiration of this period, as stated below. In consideration of the mutual promises contained within this Agreement, and intending to be legally bound hereby, the parties agree to the following.

II. Services to be Performed

Auditor will review the way that client purchases Utilities and incurs such expenses. Auditor will advise Client of any cost saving actions that may be implemented or any overcharges that may have been paid by Client. When an error has occurred on Client’s invoices, the Auditor will endeavor to collect on behalf of the Client the amount of such overcharge. Auditor will summarize, in writing, all available cost saving actions. The method of calculating the savings will be stated in the written summary. Client shall execute a letter of authorization to be provided to its Utility providers by Auditor (“LOA”). Client hereby authorizes Auditor to act as Client's agent in obtaining billing information from the Utilities, taxing agencies, and other sources as necessary. In acting as Client’s Agent, Client acknowledges that Auditor will use the executed LOA to create separate LOAs for each Utility, including with respect to adding account numbers. Should the implementation of any action require the Client's participation, and that action is delayed for any reason, Auditor will receive compensation based on actual savings whenever that action is implemented.

III. Auditor Compensation

Client agrees to compensate Auditor as follows:

- A. Auditor will receive a forty percent (40%) share of all the rebates/refunds received as a result of Auditor's efforts.
- B. Auditor will receive a percentage share of all the savings which are created by Auditor’s efforts based on the following schedule: 40% of the first 24 months of actual savings, payable monthly.

- C. Each billing month, Auditor will obtain billing invoices via the vendor Internet portal to calculate the savings amounts. In the event Auditor cannot access the Client's invoice via the vendor, the Client shall email, mail or fax copies of its utility bills that pertain to Auditor actions implemented within 10 days of the receipt of the bill. Auditor will calculate what the costs would have been without Auditor's efforts and compare them to the actual costs. The difference is defined as the savings for that month. A statement will be presented for verification to Client and payable upon receipt.
- D. Client agrees that its utility and telephone services are currently not under cost reduction evaluation by Client or any third party. Client also agrees that all savings identified by Auditor and implemented by Client will be eligible for full payment as defined in Section hereof. Any item that is to be excluded from Auditor's efforts will be identified by Client as an attachment to this Agreement prior to the start of the audit. If an item is not excluded in writing prior to the audit and savings are obtained by Client on that item, full compensation will be due Auditor as stated within the terms of this Agreement.

IV. Miscellaneous

Nothing in the Agreement shall be deemed to limit the right of Client to change its business operations in such a manner as it shall, in its sole discretion, deem appropriate to the conduct of its business, regardless of the effect such change shall have on its consumption or cost of operations. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Modification of this Agreement shall be in writing and signed by both parties hereto. Each party agrees to indemnify, defend and hold harmless the other party and its officers, employees, representatives, agents and affiliates from and against all losses, damages, judgments, penalties, fines, costs and/or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from any breach of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions. Any action or proceeding by either party to enforce this Agreement shall be brought in the state or federal courts located in Pennsylvania. In the event Client fails to make full payment on any monthly statement presented by Auditor in accordance with Section III hereof within 120 days of receipt of such statement, Auditor may declare the entire amount of the estimated savings for the initial 24 month period pursuant to Section III(A) and (B) immediately due and payable, and Client hereby agrees to pay the same to Auditor immediately.

Client:

Crescent City Harbor District

By: _____

Print Name: Mike Rademaker

Title: CEO/Harbormaster

Date: _____

Auditor:

Advanced Recovery Services, Inc.

By: *Patrick J. Dooley*

Print Name: Patrick J. Dooley, CMA, MBA

Title: President

Date: 11/14/24



4. Old Business

- b. Discuss Revised Finance and Administration Policies and Procedures.**

Public Comment?

Crescent City Harbor District
FINANCE & ADMINISTRATION
POLICIES AND PROCEDURES MANUAL

(Updated November 2024, ver. 3.1)



Signatures:

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Section No: 2	INTRODUCTION	
		Last Updated: November 2024

The *Finance & Administration Policies and Procedures Manual* has been prepared by Crescent City Harbor District (CCHD) as a working guide for the staff of CCHD. It sets out the working procedures for the implementation of the financial and general policies and procedures of CCHD. The manual deals with both the financial and general aspects of the organization’s policies and procedures. This manual excludes most Human Resource policies which are dealt with separately in an Employee Handbook.

Organization of this section

The following topics are addressed in this section of the manual:

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General Policy	3

Section No: 2	INTRODUCTION	Last Updated: November 2024
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1 OBJECTIVES

The objectives of this manual are:

- To explain the accounting assumptions and policies adopted by CCHD
- To describe the accounting procedures of CCHD
- To describe the general policies of CCHD
- To ensure uniformity in the application of accounting policies and procedures
- To provide a reference guide for training new staff
- To outline procedures that will enhance adequate internal controls
- To document systems of CCHD

2 UPDATING

This manual shall be reviewed, amended or modified in order to accommodate technological developments, organization’s new policies, and changes within the accounting profession or within CCHD.

3 RESPONSIBILITY

The CEO/Harbor Master has the overall responsibility for implementing and managing approved policies of the office, including the application and implementation of this Policies and Procedures manual, and may delegate administrative responsibilities as deemed fit.

4 DEFINITIONS

- **Organization** shall mean CCHD (Crescent City Harbor District)
- **Subcontract** shall mean a contractual agreement between CCHD and a third party whereby the third party is to provide services to or on behalf of CCHD as stated in the agreed terms of reference
- **CCHD Financial Year** shall mean the period from 1 July to 30 June of every year
- **Financial Statements** shall mean the Income and Expenditure Statement and the Balance Sheet
- **Voucher** shall mean the original accounting document used to record accounting transactions into QuickBooks
- **Assets** shall mean both movable and immovable property of CCHD, including bank deposits, cash-on-hand, land, buildings, etc.
- **Cash** shall mean currency, checks and money in banks readily available on demand throughout the financial year

Section No: 2	INTRODUCTION	
		Last Updated: November 2024

5 APPLICATION

These policies and procedures shall be referred to as the Policies and Procedures of CCHD and are designed to ensure that all CCHD assets are properly accounted for and controlled. These policies and procedures shall apply from the date of issuance of this manual. The policies and procedures may be amended as required with the authority or approval of the CEO/Harbormaster and the required approval(s) by the Board.

6 GENERAL POLICY

The CEO/Harbormaster shall ensure that all staff members of CCHD exercise utmost control over the finances and other assets of the organization and shall comply in good faith with the Financial and Administrative Policies and Procedures. They shall conduct themselves in a manner befitting their status as employees of CCHD.

Section: 3	ACCOUNTING METHODS AND PRACTICES	
		Last Updated: November 2024

Objective

The purpose of this section is to describe the accounting practices of Crescent City Harbor District (CCHD) and the main features of the accounting system (QuickBooks).

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Chart Of Accounts	2
Policy	2
Types of vouchers	2
Transaction Posting and Review	3

Section: 3	ACCOUNTING METHODS AND PRACTICES	
		Last Updated: November 2024

CHART OF ACCOUNTS

The Chart of Accounts is a list of the accounts that includes a unique number for each, allowing identification of the type of accounting transactions that are recorded in the general ledger. The list is arranged in the order of the appearance of accounts in the financial statements (asset, liability, equity, revenue, and expense). CCHD makes use of the additional “class” field in QuickBooks to track all relevant Grant-related income and expense, in order to facilitate tracking of grant activities as well as accurate reporting to agencies providing these funds. This additional field is also used to track income and expenses by cost centers, such as RV Park activity.

POLICY

Double Entry - The accounting system shall be based on a double entry system of bookkeeping.

Coding Classification - Transactions shall be identified and classified by charging the appropriate account codes, tracking codes and object/transaction codes as prescribed by the CCHD Chart of Accounts. The transactions shall be posted into the General Ledger. Transactions shall be captured into the ledger on a timely basis so as to maintain balances that accurately reflect the financial position of the CCHD at any given time.

The office shall maintain the following primary records:

- General Ledger
- Cash Books
- Petty Cash Books (if necessary)
- Income and Expenditure Report
- Funds Flow Statement

General Ledger – CCHD shall maintain a General Ledger with the accounts as shown in the Chart of Accounts. Additional sub-accounts can be opened under the respective series as necessary. However, transactions that will be consolidated to the standard financial statements will be rolled up to the primary level.

Vouchers are prepared for ALL transactions posted in the accounting system.

TYPES OF VOUCHERS

Payment Vouchers are used to record cash disbursements. These are tracked using the check number for check disbursements and a sequential number for wire or fund transfers as well as automatic debit arrangements.

Section: 3	ACCOUNTING METHODS AND PRACTICES	
		Last Updated: November 2024

Receipt Vouchers are used to record all cash receipts. These will be tracked using the receipt number and a sequential number.

Adjusting Journal Vouchers are used to record transactions that do not involve cash, such as the settlement of an advance. They are also used to record transaction adjustments related to account coding.

TRANSACTION POSTING AND REVIEW

CASH PAYMENTS/DISBURSEMENTS

- All cash disbursements should have an approved payment voucher that is numbered, including all supporting documents (supplier invoices, procurement forms, etc.)
- Disbursements should be made by check or wire transfer or automatic debit arrangement (exception when paid from a petty cash fund). All checks should be made payable to an individual or organization, and acronyms should only be used in exceptional cases.
- Checks and wire transfers should be signed according to the approved authority matrix.
- All payments should have a corresponding official receipt or payment acknowledgement from the payee.
- The custodian of blank check stock should be somebody other than the signatory. Signing or countersigning blank checks is strictly prohibited. All unissued and unused checks should be kept in a safe.
- Segregation of Duties should be required as possible, as noted in the table below.

Responsible	Task
Office Manager or assigned staff	Reviews source for accuracy, completeness and reasonableness and prepares the payment voucher
Director of Operations	Reviews voucher and supports for accuracy, completeness and reasonableness
Office Manager	Writes checks and attaches to the reviewed voucher package and forwards to the CEO/Harbormaster for approval and signing
Check signatories (Board members)	Approve the transaction and sign the check
Office Manager or assigned staff	Issues the check and has the payee sign on the space provided on the voucher or gets an official receipt and signs on check photocopy.
Office Manager or assigned staff	Records all accounting data from approved original voucher records in QuickBooks

Section: 3	ACCOUNTING METHODS AND PRACTICES	
		Last Updated: November 2024

CASH/CHECK RECEIPTS

- All cash receipts should have an approved receipt voucher that is numbered, including all supporting documents (CCHD official receipt, copy of deposit slip, etc.)
- A CCHD official receipt should always be issued to the individual or organization from whom/which CCHD is receiving cash. The official receipt is an accounting document that needs to be audited regularly through review of the Sales Report generated by QuickBooks.
- All cash received should be deposited to the bank account (and not to the Petty Cash Fund) within a reasonable number of days, preferably the next banking day. All undeposited cash must be accounted for at the end of the day and the custodian of the cash fund must use a register to record the cash and subsequent deposits to the bank account.

Responsible	Task
Office Manager or assigned staff	Receives money and issues an official receipt. Deposits the money to the bank and forwards the Official Receipt and deposit slip to the Office Manager
Office Manager	Reviews the source documents (official receipt, deposit slip, etc.) and prepares the receipt voucher
Director of Operations	Reviews voucher and supports for accuracy, completeness and reasonableness
CEO/Harbormaster	Approves the transaction on the voucher
Office Manager or assigned staff	Records all accounting data from approved original voucher records in QuickBooks

ADJUSTMENTS

- All adjustments should have a corresponding approved adjustment journal voucher.
- Copies of the original transaction that is being adjusted or corrected should be part of the supporting documents

Responsible	Task
Office Manager	Request for an adjustment journal, with justification
Director of Operations	Reviews voucher and supports for accuracy, completeness and reasonableness
CEO/Harbormaster	Approves the transaction
Office Manager or assigned staff	Records all accounting data from approved original voucher records in QuickBooks

Section: 4	CASH MANAGEMENT	
		Last Updated: November 2024

Objective

The objective of this section is to describe cash management guidelines and associated internal controls.

Organization of this section

The following topics are addressed in this section of the manual:

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Banking	2
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Section: 4	CASH MANAGEMENT	
		Last Updated: November 2024

OPERATION OF BANK ACCOUNTS

BANK ACCOUNTS

The Crescent City Harbor District (CCHD) maintains a main operating account with US Bank, which is the primary account used for all operations. There are also several other smaller accounts with US Bank for RV operations and savings. An investment account is maintained with LAIF (Local Agency Investment Fund). A QuickBooks Online account (QuickBooks Checking) is maintained for the receipt of on-line payments for RV and Marina operations, fed by online customer payments as well as regular transfers from Dockwa (Marina) and Stripe (RV) customers.

BANK SIGNATORIES

Addition and deletion of bank signatories must be requested by the CEO/Harbormaster and approved by Board. A check signatory no longer working with CCHD must be immediately deleted as bank signatory upon separation from employment or the Board.

Checks written to draw funds from CCHD bank accounts shall be signed by any two of the following signatories: CEO/Harbormaster and Designated members of the Board. The checks, Payment Vouchers and other supporting documents shall be made available to the signatories for verification prior to signing the checks. Signing and countersigning blank checks is strictly prohibited.

BANKING

The Office Manager and the Administration Officer are designated as the only contacts with US Bank for making deposits and for collecting bank documents. Any changes in the signing authority for staff must be communicated immediately to the bank by an authorized bank signatory. There is a formal agreement between CCHD and US Bank stipulating certain rules in administering CCHD’s accounts, including the following.

- Authorized bank signatories and their level of authorization
- Non-validity of transactions done by phone or fax
- Certain level of check that needs to be entered into the US Bank system (SinglePoint)
- Return of cleared checks for CCHD’s file
- Check encashment

CONTROL OF CHECK STOCK

The Office Manager requests and maintains the security of check stock for printing checks via the accounting software. All requests for new stock are authorized by the CEO/Harbormaster.

Section: 4	CASH MANAGEMENT	
		Last Updated: November 2024

BANK RECONCILIATIONS

Bank reconciliations for each bank account are prepared on a monthly basis in QuickBooks by the Office Manager, with oversight from the Director of Operations and final approvals by the CEO/Harbormaster. The following guidelines apply to the performance of Bank Reconciliations and standard banking practice.

- All known direct bank debits and credits shall be entered into QuickBooks. All unknown direct bank debits and credits shall be noted by the Office Manager and reported to the Director of Operations for appropriate action.
- All dishonored checks should be reported to the Director of Operations by the Office Manager, and immediate action taken to ensure that the issuer of the check rectifies irregularities. Appropriate reversing entries should then be posted in QuickBooks with approval of the Director of Operations.
- Uncashed checks issued by CCHD should be aged by month. When these checks are outstanding for more than two months an explanation should be sought by the Office Manager from the payee. Any difficulties should be brought to the attention of the Director of Operations.
- All “stale” checks (uncashed checks that are more than six months old) should be brought to the attention of the Director of Operations and should be reversed in QuickBooks with a stop payment order issued to the bank. The payee may be issued with a new check should the old one be confirmed lost in transit or misplaced.

OPERATION OF CASH ACCOUNTS

HARBOR OFFICE CASH REGISTER

A cash register is maintained at the Harbor Office by the Administration Officer. Upon opening the office on week day mornings, a “Cash Sheet” form should be completed to count the exact contents of the register. The starting cash register amount should be \$200 exactly, since at the end of each day any cash excess over \$200 should be put aside for deposit to the bank. After counting the starting cash the completed “Cash Sheet” form should be filed for easy reference throughout the work day in case large bills are collected. Any cash payments must be supported by a receipt provided to the customer. A notice should appear on the wall facing customers confirming that they should expect a receipt upon making any payments to the Administration Officer.

GIFT SHOP PAYMENTS AND INVENTORY

An invoice should be created in QuickBooks for every item sold in the gift shop. Once all items are entered the customer should be given a copy of the receipt generated after recording the correct method of payment. Inventory of Gift Shop items should be accomplished and documented by the Office Manager on a weekly basis.

Section: 4	CASH MANAGEMENT	
		Last Updated: November 2024

MARINA PAYMENTS

When a customer makes a payment for a slip in the Marina, appropriate entries should be made directly into the Dockwa software according to the contract name (by boat or owner). If an owner has multiple invoices open for settlement the record of payment should be applied correctly. If paying by credit card there should usually be a card already on file. If the card is not yet linked to the customer file then this should be set up in Dockwa for the current and future payments to be processed. If payment is made by check or cash then this method of payment should be noted in the system and the payment should be secured in the locked drawer in the Harbor Office. In any case the customer should be given a receipt, either printed or emailed, based on preference.

BOAT LAUNCH RAMP PERMIT PAYMENTS

Customers can purchase monthly and annual launch ramp permits at the main Harbor Office. If a permit is desired then a new customer profile should be created in QuickBooks, unless this is a renewal and the customer already exists in the system. After all details have been entered then a receipt for the customer should be generated and the appropriate permit prepared (orange for annual, green for monthly, and pink for slip tenants). Slip tenants receive launch permits free with the price of moorage. Customers can also pay for daily ramp access directly at the boat ramp by placing cash into one of the envelopes provided for this purpose. Cash dropped into the launch ramp box is collected at least once every day by two CCHD employees and is placed in a locked drawer in the Harbor Office.

BAYSIDE RV PARK PAYMENTS

Regular tenants of the Bayside RV Park can settle outstanding invoices online or by cash, check or credit card at the Harbor office. Payments accepted at the Harbor Office should be recorded in QuickBooks and applied to the customer account, with a receipt provided to the tenant. Payments for transit RV customers, whether staying at Redwood Harbor RV Park or Bayside RV park, may be made online via the Stripe application or in person at the Harbor office. In only exceptional circumstances can payment in cash be made to members of the CCHD Harbor Patrol, but this is strongly discouraged.

OTHER PAYMENTS

Other payments received by the Harbor Office include Crab Pot storage, Boat Trailer storage, Boat storage, and Key Fobs for gates, showers, and bathrooms in the Harbor. All of these payments are recorded in QuickBooks against the appropriate customer account, with receipts provided in all cases.

COLLECTION OF LAUNDRY QUARTERS

At the end of each week two CCHD employees from the Harbor Office go together to the laundry rooms and collect quarters from the machines. These are then stored securely in a locked room at the office.

Section: 4	CASH MANAGEMENT	
		Last Updated: November 2024

BANK DEPOSIT OF CASH AND CHECKS COLLECTED

Deposit of cash and checks to the US Bank main operating account is done on a weekly basis, unless the amount of cash on hand reaches a significant amount and it is determined that an earlier deposit needs to be made. The following steps are implemented prior to making the deposit in order to confirm that the daily cash and check amounts are accurate.

- Make a copy of each check which will be deposited.
- The Office Manager should print out a sales report for each day covered by the deposits in order to match the cash and check sales to activities.
- A bank deposit slip should be completed with all relevant information regarding cash and checks to be deposited. All cash and checks should then be placed into an envelope.
- Once the envelope for deposit has been prepared and checked by the Office Manager and the Administrative Officer for accuracy, the planned deposit date and total amount should be written on a page included in the envelope.
- Once the deposit has been taken to the bank by one of the two authorized CCHD employees, a bank deposit receipt is provided and returned to the Office Manager.
- The deposit details are then recorded in QuickBooks by the Office Manager and checked on the daily bank transactions statement.
- The deposit receipt is then attached to the deposit details and filed by month.

Section: 5	ACCOUNTS RECEIVABLE	
		Last Updated: November 2024

Objective

The objective of this section is to cover Crescent City Harbor District (CCHD) policies and procedures related to the management of Accounts Receivable.

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Policy	2
Procedures	2

Section: 5	ACCOUNTS RECEIVABLE	
		Last Updated: November 2024

POLICY

The proper management of the Accounts Receivable by Crescent City Harbor District (CCHD) is of high importance given the large number, and amount, of transactions passing through on a constant basis.

PROCEDURES

The following procedures are followed in regards to the handling of Accounts Receivable by CCHD.

- Invoices are sent to tenants and guests for various charges at the beginning of each month, and throughout the month as necessary. Any auto-payments set up in the CCHD systems are also run at the beginning of the month.
- Customer billing details are obtained using data from QuickBooks, Dockwa, and other sources. Bills are sent out on a regular basis for the following CCHD charges, all not subject to coverage by insurance. A regular check of those tenants covered by current insurance policies should be done on a monthly basis in order to ensure that only those not covered by insurance are billed.
 - marina electric meter readings obtained from Marinesync
 - commercial electric meter readings
 - crab pot storage
 - boat trailer and boat storage
 - moorage payments due on contracts recorded in Dockwa
 - RV payments due from Bayside residents
 - billable maintenance services provide to tenants
- All billable electrical charges can be reviewed in data exported from Marinesync. Exceptions consist of boats plugged into slip meters which are not being leased as well as transient customers. Completion of standard “rate and use” calculations determines the billing rate.
- Billing amounts for commercial electricity, crab pot storage, and storage yard activity are obtained from logs maintained by Harbor Patrol and Maintenance, as well as regular readings of the electric meters in the Harbor.
- Reference to Dockwa provides information regarding moorage amounts due from tenants in the Marina, as well as reference to the Boat Log which is updated on a daily basis.

Section: 5	ACCOUNTS RECEIVABLE	
		Last Updated: November 2024

- All invoices sent for payment are recorded in QuickBooks (or Dockwa for moorage) using relevant customer and account details, and regular Accounts Receivable Aging reports are run on a weekly basis for review by the Director of Operations and the Office Manager.
- A detailed review of all outstanding Accounts Receivable balances is performed at the end of each month, with focus paid to those amounts due which exceed 30 days. The aging on these reports generated by QuickBooks reflects detail for all amounts due, as follows: 1) less than 30 days; 2) 30 to 60 days; 3) 60 to 90 days; 4) greater than 90 days.
- Alterations to a customer invoice may be made by the Office Manager for amounts less than \$100 without approval from the CEO/Harbormaster, but after notification and consultation with the Director of Operations. Customers who have received an adjustment within the past year must obtain approval from the CEO/Harbormaster for any additional adjustments unless moorage or insurance covers the cost. Adjustments to customer invoices for amounts greater than \$100 always requires written approval by the CEO/Harbormaster, unless daily moorage is paid in Dockwa or insurance details have been provided.
- Depending on the category and type of invoice sent, late fees will be added and invoiced to the respective customer or vendor. The “Missed Payment Notice” should show the customer the late fee amount plus the new total balance owed. The notice should clearly inform the customer that CCHD will escalate the account if an invoice remains unpaid after 30 days. Phone calls by the Office Manager and other Harbor Office staff may also be made to customers in order to encourage settlement of amounts due.
- For Bayside RV tenants, Invoices for rent are sent out on the last day of each month and rent is due on the first day of the following month. Tenants are given a grace period of five business days before an account is considered delinquent. After this period is passed and payment has not yet been received, a “Pay or Quit” notice is issued for action within three business days. At the same time a “60-Day Eviction Notice” is served, after review by the Director of Operations and approval by the CEO/Harbormaster. If the RV remains in the Bayside Park after completion of the 60-day period than legal action will be initiated to begin UD (Unlawful Detainer) eviction of the tenant and the RV.
- For Marina tenants, a “Final Warning” will be issued to customers after 60 days of delinquency without any attempts to make payments on an Accounts Receivable which is past due, prior to release of a “Revocation Warning”. Action regarding revocation is not taken until a full review by the Director of Operations and final approval from the CEO/Harbormaster, at which time a formal revocation order may be issued. Revocation orders are only rescinded with Harbormaster/CEO approval or through a formal appeals process to the Board.

Section: 6	ACCOUNTS PAYABLE	
		Last Updated: November 2024

Objective

The objective of this section is to cover the Crescent City Harbor District (CCHD) policies and procedures related to the management of Accounts Payable.

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Policy	2
Procedures	2

Section: 6	ACCOUNTS PAYABLE	
		Last Updated: November 2024

POLICY

It is important that the management of the Accounts Payable process by the Crescent City Harbor District (CCHD) be handled with absolute integrity, accuracy, and transparency. The following general procedures are followed.

PROCEDURES

The following procedures are followed in regards to the handling of Accounts Payable by CCHD:

- Vendor invoices are received by CCHD through various methods. This might be via the receipt of mail at the main Harbor Office, but also might be via electronic means through any of the members of the senior management team in addition to the Office Manager. In all cases any vendor invoice should first be routed to the Office Manager for an initial review.
- The authenticity of all incoming (and recurring) invoices are verified by the Office Manager, with additional verification provided as necessary. This extra effort may involve consultation with the CCHD staff directly involved in receipt of the services or goods which are being invoiced. The Office Manager has the authority to bring an invoice which is insufficiently supported for payment to the attention of the Director of Operations, who may then discuss with the CEO/Harbormaster in order to determine action steps to take.
- After ensuring that the invoice is acceptable for payment, an entry is made into QuickBooks to record the bill due. This entry will include the proper account coding and expected payment date, all feeding into the QuickBooks cash flow statement calculations.
- Each Monday or Tuesday an Accounts Payable detail report is prepared directly from QuickBooks for review by the Director of Operations and for approval by the CEO/Harbormaster. This report will contain those payments to be made during the coming weeks only, whereas all bills which have been entered into the accounting software will detail beyond the present week. After approval signature by the CEO/Harbormaster the invoices to be paid will be approved by two members of the Board.
- Payment Vouchers will then be prepared to cover the approved documentation, and payment procedures will then follow to ensure that the correct vendor is paid in the planned time frame.
- All new vendors require a W-9 form prior to issuance of any payment.

Section: 7	BUSINESS CREDIT CARDS	
		Last Updated: November 2024

Objective

The objective of this section is cover Crescent City Harbor District (CCHD) policies and procedures related to the issuance, management, and settlement of business credit cards.

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Policy	2
Procedures	2

Section: 7	BUSINESS CREDIT CARDS	
		Last Updated: November 2024

POLICY

The purpose of issuing Business Credit Cards to Crescent City Harbor District (CCHD) employees is to facilitate travel and daily operations. This policy sets out the acceptable and unacceptable uses of these credit cards.

PROCEDURES

- Business credit cards have been issued to key CCHD employees, specifically the CEO/Harbormaster and the Office Manager. Spending limits have been placed on each of the cards as follows:
 - CEO/Harbormaster: \$5,000
 - Office Manager: \$5,000

- The utilization of CCHD-issued credit cards is a privilege that CCHD may withdraw at any time, with or without cause. Upon termination of employment with the CCHD all cards must be returned and the card will be cancelled. Use of a CCHD credit card may also be terminated by the CEO/Harbormaster at any time due to misuse, and the CEO/Harbormaster privileges may be terminated by Board mandate.

- Monthly credit card statements must be supported with all relevant supporting documentation by the Office Manager and submitted to the Director of Operations for review and signature. This set of documents must then be approved by the CEO/Harbormaster prior to final approval by two members of the Board. These steps must be accomplished prior to settlement of the amount due with USBank in the credit card account.

- Employees in possession of CCHD credit cards are solely responsible for all charges made to the card and for ensuring that the card is not used by unauthorized personnel. Card numbers may not be distributed by any means and should not be saved in any online accounts. These business cards should be maintained by each employee in a separate sleeve or location in order to avoid mistaken use of the card for personal purposes.

- CCHD credit cards may only be used by the individual to whom the card is issued. Credit cards issued to employees must only be used for business purchases of goods or services required in the execution of CCHD job duties. At no time should the credit card be utilized for personal purchases unrelated to CCHD business, cash advances, transactions beyond established credit limits, purchases in violation of CCHD policies, unlawful purchases, or purchases in violation of ethical rules, purchases related to betting or gambling, or to the purchase of alcoholic beverages. In cases where a personal charge may have inadvertently occurred, then the employee is responsible for

Section: 7	BUSINESS CREDIT CARDS	
		Last Updated: November 2024

identification of the charge details and prompt settlement of any amount due with CCHD. Reimbursement can be made by check payment or salary deduction.

- Business-related expenses, such as food, lodging, and airfare while on approved business travel, may be made on the CCHD credit card as long as these purchases are consistent with CCHD travel and expense reimbursement policies. Equipment may be charged to the credit card if in line with existing budget details and approved if over spending limits defined in the CCHD approval matrix.
- All CCHD employees who have been issued credit cards are responsible for providing receipts in order to support any charges made on the card. If a receipt is lost, a written description of the items or services procured should be prepared and approved as long as there is firm verification that the charge was valid.
- All receipts should be provided to the Office Manager prior to the close of the credit card monthly billing period. Each receipt should be clearly labeled with a description of the charge and any additional information which might be required. For example, a receipt for a business meal should identify those present and the purpose of the meeting. Travel receipts should note the purpose of the trip, with supporting information as appropriate.
- If an employee makes use of the CCHD credit card for a business-related purchase which is not within the scope of the employee’s duties or the employee’s authorization level, then the costs become the responsibility of the employee unless formally approved. Reference should be made to the policies and procedures outlines in the CCHD Procurement section of the full Policies and Procedures Manual.
- In addition to financial responsibility for any inappropriate charges to the CCHD credit card, violation of the CCHD credit card policies and procedures could result in loss of credit card privileges, demand for restitution to the District for unauthorized or improper purchases, prosecution under state or federal law for misuse of public resources, and disciplinary action, up to and including, termination. Cardholders shall immediately surrender CCHD credit cards if an action is taken under this policy to revoke credit card access due to a violation of this policy. When an employee separates from the District, he or she shall immediately surrender any CCHD cards to the Office Manager. Use of a CCHD credit card for any purpose after its surrender is prohibited.
- The Office Manager is responsible for compilation of all receipts relating to CCHD card charges and other supporting documents into an accounting package which is submitted for final review by the Director of Finance and approval by the CEO/Harbormaster. Upon approval payment may be made in order to settle the amount due on the credit card statement, taking into account any reimbursements which may have been received from employees.

Section: 7	BUSINESS CREDIT CARDS	
		Last Updated: November 2024

- All CCHD employees provided with credit cards for business purposes must annually sign an acknowledgement of these policies and procedures, with a commitment to strictly follow all guidelines which have been set forth, recognizing that failure to follow these policies and procedures could subject the employee to disciplinary action up to termination. Copies of the signed acknowledgement shall be placed in the employee’s personnel file.
- All staff in possession of business credit cards, as well as those employees responsible for the financial management of these documents, will take part in an annual training session during which these policies and procedures will be clearly explained.
- CCHD authorized cardholders are responsible for securing CCHD credit cards appropriately to prevent loss, theft, or misuse. If a CCHD credit card is lost, stolen, or misused, the cardholder shall immediately report the occurrence to the Office Manager so the card may be cancelled. It is explicitly forbidden for CCHD cards to be used for personal purposes. Any such use shall be immediately reported to the Office Manager and the employee may face disciplinary action, up to and including termination, depending upon the severity. Furthermore, the employee shall be responsible for reimbursing CCHD for any such personal charges.

Section: 8	Procurement	
		Last Updated: November 2024

Objective

The objective of this section is to set out Crescent City Harbor District (CCHD) guidelines for procuring goods and services in line with relevant regulations.

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Introduction	2
General Policies	2
Procurement Officer Role & Responsibilities	2
Pre-Qualified Vendors List	4
Ethics Statement	4

Section: 8	Procurement	
		Last Updated: November 2024

INTRODUCTION

The policy set forth in this document establishes standards and guidelines for the procurement of supplies, equipment and services to ensure that they are obtained in a cost-effective manner and through an open and competitive process, and that contracts are managed with good administrative practices and sound business judgment.

GENERAL POLICIES

Procurement is one major area where funds are utilized and CCHD commits to putting tight controls on this area and to give value for money spent. The following are the general CCHD policies covering procurement.

- Procure only those items which are required to fill a bona fide need.
- All purchases are made in the best interests of CCHD and any entity providing grant funds.
- Obtain quality supplies/services needed for delivery at the time and place required.
- Buy from responsible sources of supply.
- Obtain maximum value for all expenditures.
- Deal fairly and impartially with all vendors.
- Avoid any conflict of interest, or even the appearance of a conflict of interest, in all CCHD-vendor relationships.
- Obtain sufficient documentation to support a transparent, clear, and understandable “audit trail”, meaning that someone who had no involvement in the procurement actions can easily follow the entire procurement process from beginning to end. The documentation should clearly demonstrate the need for the purchase and how/why the winning vendor was selected.
- The responsibilities of carrying out procurement tasks and approvals are assigned to particular roles within CCHD to ensure a proper segregation of duties

PROCUREMENT OFFICER ROLE & RESPONSIBILITIES

The staff member tasked with contacting vendors and collecting quotes and bids is acting as a Procurement Officer, which in CCHD is fulfilled by the Office Manager position. If this role is properly managed then the two most important procurement requirements, carrying out a competitive and open procurement and maximizing the value for money, can be accomplished. Note that in some cases employees are allowed to procure goods and services which fall below a limit established by the CEO/Harbor Master in order to ensure the smooth flow of operations without creating additional risk.

The Procurement Officer is expected to meet the organization’s procurement needs in a timely manner following the organization policies and procedures. This role is responsible for the following:

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- Maintain a complete and updated preferred vendors list.
- Communicate with the requestor to clarify/expand specifications to ensure that at the completion of the procurement the requestor has received the intended good or service.
- As appropriate, select a number of qualified suppliers sufficient for meeting the competition criteria. Ensure that all offers are documented as per the competition criteria.
- Conduct price analysis and any other qualitative/quantitative analysis in the comparison of quotes/bids/offers received if the value of the procurement is over a defined limit.
- Recommend the best vendor to fulfill procurement needs using the following criteria (not in order of importance, though generally speaking price should weigh most heavily, assuming degree of fit is comparable among bids received)
 - Degree of fit with the specifications/requirements
 - Price (and other related cost i.e. insurance, freight, etc.)
 - Reliability and Quality
 - Warranty
 - Delivery Period
 - Quality of customer service if after-sale service is likely to be a significant consideration
 - Past performance of the vendor
 - Payment terms and mode of payment
- Complete a Purchase Order once the selected vendor has been approved, depending on the value of the procurement.
- Follow up on the order with the vendor to ensure delivery as promised. Keep the requestor informed of expected delivery and update requestor with other pertinent developments.

Procurement should be managed by the Procurement Officer using the most appropriate method, per the following standard approaches.

- Competitive Process: Ideally all procurement above a defined limit should undergo the competitive bidding process. All deviations from the competitive process of procurement should be fully documented for audit trail purposes.
- Preferred Vendor: This is a vendor that meets minimum standards criteria and is certified to provide the listed goods or services. The suppliers included in this have proven good track records with CCHD. In general, for local minor and day-to-day purchases (for example: general office supplies), there should be an annual survey of vendors through which preferred vendors are identified. Contracts are often concluded for high value vendors of this nature.
- Sole Source Procurement: This option is valid when only one vendor can be identified as meeting the requirements and specifications of a procurement need. The Procurement Officer must take the lead by providing clear written justification as to why sole source is necessary. In general sole source procurement is only justified when:
 - The item is available only from a single source
 - Procurement is of an emergency nature and competitive solicitation will result in significant delays resulting in unacceptable costs or consequences.
 - In cases of grant funds, the donor authorizes non-competitive procurement. In such a case written approval must be obtained prior to the procurement.

Section: 8	Procurement	
		Last Updated: November 2024

PRE-QUALIFIED VENDORS LIST

CCHD is required to develop a list of pre-qualified vendors. The list should be reviewed and updated on an annual basis, removing any vendors not meeting CCHD standards and adding in new vendors that qualify. The initial list and any updates are to be prepared by the Office Manager, reviewed by the Director of Operations, and then approved by the CEO/Harbormaster.

ETHICS STATEMENT

- Business will be conducted ethically in a manner above reproach and with total impartiality and preferential treatment for none. Procurement will be made based strictly on the merits of supplier proposals and applicable related considerations such as timing, quality and quantity.
- **Organization employees will not solicit or accept, directly or indirectly, any gift, favor, entertainment, loan or anything of monetary value, from anyone maintaining a business connection with CCHD.**
- All staff involved in the procurement process will avoid any action or circumstances, such as a gratuity (a payment or gift to obtain favorable treatment or influence an award), family relationship, or financial interest,-that might conflict with the proper performance of their duties or compromise the organization's acquisition process. All staff will ensure that their conduct at all times is in a manner that maintains trust and confidence in the integrity of the procurement process.
- No employee, officer, member of the Board of Directors or agent of CCHD will participate in the selection or award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in the organization selected for award:
- Members of the Board, officers, employees, or agents of CCHD will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, contractors, potential contractors or parties to sub-agreements.

Section: 9	BOAT & MARINA MANAGEMENT	
		Last Updated: November 2024

Objective

The objective of this section is to cover the management of Crescent City Harbor District (CCHD) boat and Marina operations.

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Policy	2
Daily Boat Log Updates	2
Boat Slip Reservations	2
Boat Contracts and Payments	3

Section: 9	BOAT & MARINA MANAGEMENT	
		Last Updated: November 2024

POLICY

The Crescent City Harbor District (CCHD) policy regarding boat and Marina management ensures that the Marina is well-managed and boats are properly registered.

DAILY BOAT LOG UPDATES

The Harbor Patrol is responsible for monitoring and documenting in the Boat Log any significant changes in boats staying in the Marina. Major changes might include events such as guests checking out after normal working hours, or arrivals which might also occur outside of normal working hours. Note that a tenant will frequently be vacated from their slip for a prolonged period. In these situations it is important to check for a checkout date because tenants may not have one which is recorded in the Boat Log.

BOAT SLIP RESERVATIONS

When a customer contacts the Harbor Office to reserve a slip in the Marina, it is important to first determine if this individual will be a “Transient” or “Recurring” customer. All transient reservations should be made through the Dockwa website. Anyone staying less than 30 days in the harbor is considered to be transient. It is encouraged for the customer to make their own profile since Dockwa has access to multiple harbors across the country. In cases when the customer does not want to make the Dockwa reservation independently then the Guest Services Manager may assist. Recurring reservations are also made in Dockwa. When making these longer term registrations the customer should complete a “Vessel Checklist” form which documents information regarding insurance, registration and emergency contacts. If a boat owner has previously stayed in the harbor, the current file should be checked to confirm that all information is current.

After registration is complete the Guest Services Manager should refer customers to an updated dock map to show them the recommended slips. If a specific slip is desired then every effort should be made to satisfy the customer. Based on length and beam of the vessel and the length of stay, a contract will be prepared. This contract will clearly state the moorage rate and any relevant conditions. Once completed and signed the contract will be placed into the customer file. If a customer has any questions about the kind of Insurance they would need, reference should be made to the physical “Vessel Insurance Policy” posted in the front office.

Section: 9	BOAT & MARINA MANAGEMENT	
		Last Updated: November 2024

BOAT CONTRACTS AND PAYMENTS

The following guidelines cover the main important aspects of boat contracts and payments.

- As of November 2023 all slip rentals (whether transient or long term) are processed exclusively through Dockwa.
- Slip rentals and moorage fees are due in advance and can be settled through ACH, credit card, or prepayment.
- If a slip rental is not renewed by the 10th of the month, a first warning will be issued, accompanied by a late fee. If payment is not received by the last day of the month, the customer will incur a second late fee and be notified of the cancellation of their slip rental.
- In the event of non-payment by the 11th of the month, the customer's account will automatically switch to daily moorage. The daily rate will persist until the slip rental account is brought back to good standing or the vessel is removed from the harbor.
- Upon reaching a 60-day delinquency, the customer will receive a “Final Warning” notice, along with an additional late fee.
- Should a slip rental customer fail to settle their outstanding balance within 90 days, their privileges will be revoked.
- To regain access to the harbor and be eligible to rent a slip once again, a customer must pay a \$350 Revocation Fee, clear all past due daily moorage charges, settle all Harbor Service Fees owed, provide all necessary documentation, sign a new Berthing agreement, and consent to automatic payments.
- For customers facing financial difficulties, a repayment plan spanning up to 9 months may be arranged, contingent upon their agreement to automatic payments, and maintaining their account in good standing. These agreements must all be prepared by the Office Manager, reviewed by the Director of Operations, and approved by the CEO/Harbormaster.

Section: 10	MAINTENANCE	
		Last Updated: November 2024

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Policy	2
Procedures	2
Work Orders	2

Section: 10	MAINTENANCE	
		Last Updated: November 2024

POLICY

The purpose of the maintenance function is to ensure clean and safe working conditions for staff and customers of the Crescent City Harbor District (CCHD).

PROCEDURES

Regular Tasks: every day

- Rubbish removal from Filet Stations and Bathrooms
- Pressure wash of Launch Ramp, Filet Stations and Fish Totes
- Check Inspection Bay 4
- Other tasks as assigned and which result from daily monitoring, and work orders

Regular Tasks: week days only

- Morning clean-up within the Harbor District
- Dock Walks and Inspections
- Clean Inspection Bay 4
- Other tasks as assigned and which result from daily monitoring, and work orders

Monthly Tasks

- Complete Storage Log and check stored items
- Check Power Meters

WORK ORDERS

There are certain maintenance procedures that customers can come to the Harbor office to request. The appropriateness of the Work Order will be determined per set guidelines by the Guest Services Manager in coordination with the Office Manager. All customers asking for a Work Order should complete the “Forklift, Mobile Crane, and Personnel Fees and Policies” form. After the form is completed and the work request understood and found to be acceptable, the information will be added to the log managed by the Harbor Office. A copy of the Work Order will be placed in the Maintenance incoming mail space, and if urgent a voice mail will be left for the Maintenance crew. Upon completion of the work a member of the crew will bring in an updated copy of the Work Order which shows how much time was spent on the request. An invoice will then be created in QuickBooks by the Guest Services Manager for follow-up with the customer.

Section: 11	RECORDS MANAGEMENT	
		Last Updated: November 2024

POLICY

The objective of this section is explain Crescent City Harbor District (CCHD) policies and procedures regarding the maintenance of files and records for Marina and RV Park activity, in addition to other areas of operations where keeping documentation is required.

GUEST AND TENANT FILING PROCEDURES

CCHD will maintain complete files and records per the following guidelines.

- If there is a new customer coming into the harbor, a physical file will need to be made for them. Other tenants already in the harbor should have these file contents up to date. Certain information is maintained in readily accessible files for each type of Tenant, as follows.
- If the customer is a Marina tenant, a file is maintained which contains a Berthing Permit or Contract, a photocopy of the Boat owner’s official ID, Insurance and Registration documentation, and a completed Emergency Contact form. Berthing Permits are completed each time a vessel comes into the harbor. The permit has an “in effect” time frame that will either be for the duration of the customer’s stay or which will be renewed on an annual basis. Annual renewals require that the boat owner completes a new permit for the next annual cycle. These documents are referred to for billing purposes, and for any contact with the boat owner. Files are maintained and kept for all boats, including those vessels which are no longer in the Marina.
- If the customer is an RV Tenant, a file is maintained which contains the RV Registration, a signed verification copy of the RV Park rules and regulations, a copy of the signed rental agreement, and a photocopy of the RV owner’s official ID. Files are maintained and kept for all RVs, including those which are no longer in any of the CCHD RV parks.

Section: 12	ANNEX	
		Last Updated: November 2024

Objective

The objective of this section is to identify policies and procedures of the Crescent City Harbor District (CCHD) which are included for adherence, but which require more complete elaboration in a subsequent revision to this Finance & Administration Manual.

Organization of this section

The following topics are addressed in this section of the manual:

<i>Subsection</i>	<i>Page</i>
Introduction	2
Negotiated Commercial Leases	2
Salary Advances	2
Performance Components	2

Section: 12	ANNEX	
		Last Updated: November 2024

INTRODUCTION

The following policies and procedures are provided as an Annex to this manual for guidance and adherence pending the provision of additional details and guidance in the next revision of the manual.

NEGOTIATED COMMERCIAL LEASES

The CEO/Harbormaster shall bring all potential leases and contracts to the full Board (in closed session) prior to the initiation of negotiations, advising the Board of the particulars of each proposed lease or contract and the CEO/Harbormaster’s suggestions for parameters to be held to during any negotiations. Should those parameters not be met during subsequent negotiations, then the CEO/Harbormaster will report the results back to the Board, once again in closed session. During this session the CEO/Harbormaster will suggest to the Board new parameters and how to proceed. The Board should again provide input, while repeating this process until the negotiations reach a satisfactory conclusion.

SALARY ADVANCES

Advances to employees by Crescent City Harbor District may only be given in emergency situations. All advances require a written agreement between the employee and the Crescent City Harbor District and must be approved and signed by the CEO/Harbormaster, with additional approval provided by two members of the Board. A contract should be signed between the employee and CCHD which includes a repayment plan. Deductions will be taken out of payroll on a regular basis until the advance has been fully settled. Upon termination or resignation with an outstanding balance due, any remainder of the advance needs to be settled with Crescent City Harbor District in full by the employee.

PERFORMANCE COMPONENTS

All management personnel to be considered for a performance improvement plan shall have certain criteria in place prior to the plan’s implementation. These criteria shall consist of 4-5 clear and objective goals. These goals should be established so that the employee as well as eventual decision-makers are clear regarding the basis of judgements to be made, as well as how employees will be rewarded should the goals be achieved. The CEO/Harbormaster should suggest the goals that each manager should achieve, with the Board and CEO/Harbormaster jointly approving those goals. The goals for the CEO/Harbormaster will be set by the Board.



4. Old Business

- c. Review and Approve Revised Bylaws.**

Public Comment?



BYLAWS

OF THE

CRESCENT CITY HARBOR DISTRICT

[Amended June 20, 2023]

ARTICLE I – THE DISTRICT

Section 1.1: Name of District. The name of the District is the "Crescent City Harbor District" its successors and assigns and is referred to as "the District."

Section 1.2: Seal of District. The Seal of the District shall be in the form of two concentric circles with the words "CRESCENT CITY HARBOR DISTRICT" in the form as affixed on the last page of these Bylaws.

Section 1.3: District Office. The Office, the official mailing address, and the meeting place of the District Board of Harbor Commissioners is located at 101 Citizens Dock Road, Crescent City, CA 95531, until otherwise provided by Resolution or amendment to these Bylaws.

Section 1.4: Board. "The Board" means the Board of Harbor Commissioners, its successors and assigns.

ARTICLE II – OFFICERS

Section 2.1: Officers. The elected officers of the District are the President and the Secretary, who will be elected from the members of the Board. The District must also appoint a Chief Executive Officer/Harbormaster ("CEO/Harbormaster"), who may not be a member of the Board. The Board may appoint other officers from time to time to serve at the pleasure of the Board and who will not be members of the Board.

Section 2.2: President. The President has the following responsibilities:

- a. The President presides at all meetings of the Board.
- b. The President acts as the Board's primary representative to the CEO/Harbormaster.
- c. The President may decide when special meetings of the full Board need to be called to deal with issues that cannot wait until the next regular Board meeting.
- d. The President appoints members of the Board to serve on any committees of the Board, and the President also appoints members of any other committees. All

appointments by the President are subject to the consent of the person so appointed.

- e. The President may give other special assignments to Harbor Commissioners.
- f. The President will coordinate any communications with the news media on behalf of the Board.
- g. The President must also perform such other duties as assigned by the Board, these Bylaws, or as are commonly required of a presiding officer of a local government agency in California.
- h. The President oversees the Board's business and sets meeting schedules and agendas with input from other Board members and Harbor executive staff.
- i. In the absence of both the President and the Secretary, the most senior Commissioner in attendance will run any scheduled meetings.
- j. The President is authorized to sign checks and all documents as authorized by the Board.
- k. The President is elected by the Board annually and may be removed from office by the procedures outlined in Section 2.8 of these Bylaws.

Section 2.3: Secretary. The Secretary has the following responsibilities:

- a. The Secretary has the power to affix the District's Seal to all resolutions and ordinances adopted by the Board and to contracts and instruments authorized for execution on behalf of the District.
- b. The Secretary may, upon consultation with the CEO/Harbormaster, appoint a member of the District staff to assist in the Secretary's duties, such as preparing minutes and agenda packets.
- c. The Secretary acts as President pro-tem when the President is absent and is authorized to sign checks and attest to legal documents for the District as authorized by the Board.
- d. The Secretary is elected by the Board annually and may be removed by the procedures outlined in Section 2.8 of these Bylaws.

Section 2.4: Board of Harbor Commissioners. The Board has the following responsibilities:

- a. The Board is responsible for governance of the District and is obligated to be transparent to the public. [See (i.) below].
- b. The Board elects a President and Secretary annually.
- c. The Board adopts and bi-annually reviews the Budget, which will include an organizational diagram that identifies all current employment positions within the District, **salaries of all management personnel and each employee's status** as full or part time positions. Any deviation from this Budget or organizational structure must be approved by the Board.
- d. The Board hires the CEO/Harbormaster, General Counsel, Special Counsel, auditors, engineers, and other outside consultants who serve at the pleasure of the Board.
- e. **The Board shall approve prior to initiating any travel, expenses expected to exceed \$1,500. The board shall approve all harbor non-recurring expenses over \$2,000 and all recurring expenses over \$10,000. The board has determined that the specific recurring expenses are as follows:**
Pacific Power Electric

City of Crescent City Water and Sewer
Etc.

approves travel requests over \$1,500.00 and approves any other expenditures of over \$12,000.

- f. The Board approves initiation and settlement of litigation by the District.
- g. The Board approves all Harbor leases and contracts. over \$12,000.00.
- h. The Board develops specific plans to use as coordinating instruments for the Harbor's future.
- i. In compliance with applicable law, the Board develops and adopts ordinances, resolutions, bylaws, policies, and the public positions of the District.

Section 2.5: Harbor Commissioners. Individual Harbor Commissioners are referred to as “Commissioners” and have the following powers and duties:

- a. Commissioners have one vote each in developing policies, passing ordinances, resolutions, and motions of the Board.
- b. Commissioners are to make every effort to attend all meetings of the Board.
- c. Commissioners serve on committees and accept responsibilities as appointed by the President.
- d. Commissioners communicate with the President and the Board concerning the District’s business.
- e. Commissioners coordinate with and provide feedback to the CEO regarding staffing requirements for the District.
- f. An ad hoc committee comprised of two commissioners shall review with the CEO, the CEO’s suggestions and will jointly determine the organizational structure, new management hires as well as salary increases for all management personnel. Two Commissioners will jointly participate with the CEO on interviews and hiring recommendations for all management positions.
- g. Commissioners represent the Board when so delegated by the President or the Board.
- h. Commissioners do not direct staff.
- i. Commissioners will, prior to taking office, take the official oath administered by a person authorized by law to administer the oath.
- j. Upon election of a Commissioner, the District will file with the Del Norte County Clerk/Recorder a bond in the sum of five thousand dollars (\$5,000.00) made payable to the District and conditioned on the faithful performance of his or her duties in accordance with Harbors & Nav. Code § 6056.
- k. When the office of a Commissioner becomes vacant during his or her term, the vacancy will be filled for the unexpired portion of the term by appointment made by the majority vote of the remaining Commissioners. If the vacant Commissioner post is not filled within 30 days of the vacancy, the vacancy will be filled by appointment by the Del Norte County Board of Supervisors. (Harbors & Nav. Code § 6054.3; Gov. Code § 1778)
- l. Except where specifically authorized by Board action or for purely ceremonial purposes, individual Commissioners shall not make any statement, inference, or appearance or indicate in any way that he or she is representing the District or the Board on any action, decision, or policy direction. Individual Commissioners may

not actually or implicitly promise or infer District or Board action, or promise that District staff will perform a specific action. When otherwise signing correspondence using their title as Commissioner and presenting their individual opinion and positions, individual Commissioners shall explicitly state that they do not represent the District and must not allow or encourage any inference that they are speaking on behalf of the Board, unless specifically authorized by the rest of the Board.

m. Each newly elected commissioner shall take a course instructing them on their responsibilities and duties as well as a complete review of the bylaws, policies and procedures and Robert's Rules of Order. They shall also be informed of their right to investigate any harbor-related matters with staff being required to fully disclose all pertinent information.

Section 2.6: CEO/Harbormaster. The CEO/Harbormaster serves at the pleasure of the Board and has the following responsibilities:

- a. The CEO/Harbormaster (with consultation with two commissioners) is responsible for recruiting and hiring personnel in accordance with Section 2.5 (f) of these Bylaws, supervising staff performance, and the day-to-day operations of the District.
- b. The CEO/Harbormaster will act in accordance with these Bylaws as the Board's primary contact regarding recruiting and hiring personnel, staff performance, and day-to-day operations.
- c. The CEO/Harbormaster carries out the ordinances, resolutions, and policies of the Board.
- d. The CEO/Harbormaster prepares the agenda for all meetings of the Board in consultation with the President and staff.
- e. The CEO/Harbormaster is responsible for maintaining the records of the District, preparing the annual Budget, and the organizational structure of the employees for the District.
- f. The CEO/Harbormaster advises the Board, providing objective information, pros and cons of alternatives, and long-term consequences of decisions.
- g. The CEO/Harbormaster may make policy recommendations to the Board, but is bound by whatever action the Board takes.
- h. The CEO/Harbormaster initiates lease and union negotiations and brings draft agreements to the Board for approval.
- i. The CEO/Harbormaster will make a full report to the Board on any subject it requests and be transparent on all aspects of any requested report.
- j. When preparing amendments to any bylaws, contracts, leases or other documents that have been amended, the CEO/Harbormaster will designate on said document that is given to the board that any and all deletions to said documents shall be shown in red ink and additions to the text shall be shown in blue ink so that the harbor commissioners and public can ascertain what changes have been made to any bylaws, contracts, lease or other documents.
- k. The CEO/Harbormaster is responsible for insuring that the board approved policies and procedures are adhered to.

Section 2.7: Additional Duties. The Officers, the Board, and the Commissioners of the District must perform such other duties and functions from time to time as required by the Board, bylaws, resolutions, ordinances, or applicable law.

Section 2.8: Election and Appointment of Officers. The President and Secretary are elected from among the members of the Board, by a majority vote of the Board, and hold office until a successor is elected. Normally, an election is conducted at each annual meeting of the Board, providing a one-year term for each office. Any President or Secretary may continue in office by serving multiple terms consecutively. Notwithstanding any other provision herein, any President or Secretary may be removed from office by the affirmative vote of any three Harbor Commissioners.

Section 2.9: Vacancies. If the office of President or Secretary become vacant, the Board must elect a successor from the members of the Board at the next meeting, or as soon thereafter as possible.

Section 2.10: Personnel. The Board delegates the hiring of non-management personnel to the CEO/Harbor Master in accordance with these Bylaws.

Section 2.11: Ethics Training. All Management Personnel, Officers, and Commissioners of the District will complete at least two hours of training in general ethics principles and ethics laws relevant to his or her public service every two years. (Gov. Code § 53234, *et seq.*)

ARTICLE III – MEETINGS

Section 3.1. Swearing in of New Harbor Commissioners. Harbor Commissioners who are duly elected pursuant to the Elections Code, take office at noon on the first Friday in December following the general District election. A Commissioner duly appointed to fill a vacancy must be sworn in as soon as feasible following their appointment. Prior to taking office, each Harbor Commissioner must take the official oath.

Section 3.1.2 Voting on Expenses over Limits Established by Section 2.4 (e). Voting on all expenses exceeding the established limits shall be by roll call, and the ayes and nays will be entered upon the minutes of such meeting.

Section 3.2: Annual Meeting. The annual meeting of the Board will normally be the first regular meeting of the Board in January each calendar year, or such other date as the Board may find convenient.

Section 3.3: Regular Meetings. The Board will normally hold at least one regular meeting a month, at such time and place as is fixed by resolution of the Board. The meeting must be held within the District and will be open to the public. In addition to the notice required by law, the agenda for such meeting will be emailed to each member of the Board at least seventy-two (72) hours prior to the time of the meeting.

Section 3.4: Special Meeting. The President, or a majority of the members of the Board, may call a special meeting of the Board for the purpose of transacting any business designated in the special meeting agenda. In addition to the notice required by law, the agenda for a special meeting will be emailed to each member of the Board at least twenty-four (24) hours prior to the time of the special meeting.

Section 3.5: Open Meetings. All of the meetings of the Board will be open to the public except as otherwise authorized by law. All meetings will be conducted pursuant to applicable law.

Section 3.6: Quorum. The powers of governing the District are vested in the currently sitting Board. Three members of the Board constitute a quorum for the purpose of conducting meetings of the Board. When a quorum of the Board is present, action in the form of resolution or motion may be taken by a majority of those present unless otherwise required by law.

Section 3.7: Agenda. An agenda for meetings of the Board will be prepared and distributed as required by law. The CEO/Harbormaster is responsible for preparing and distributing the agenda in consultation with the President. Items may be placed on the agenda at the request of any Harbor Commissioner. *If the requested item is not placed on the agenda and the commissioner requesting the addition to the agenda is denied, that commissioner has the right to have the item brought to the full board to be voted upon as to whether it should or should not be placed on a future agenda.* In order to facilitate preparation and distribution of the agenda, Harbor Commissioners must submit the request and any supporting material to be included in the agenda packet to the CEO/Harbormaster at least six (6) calendar days prior to the next Board meeting. In order for an item to return on the agenda after action has been taken, only a Harbor Commissioner who voted on the prevailing side may request that it be placed on the agenda a second time.

Section 3.8: Order of Business. At each regular Board meeting, the following will be the order of business:

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment
4. Consent Calendar.
5. Items of Business.
 - a. Old Business
 - b. New Business
6. Reports.
7. Board Comments.

For the convenience of the Board or others, the President may modify the order of business for any regular or special meeting. For the convenience of the public, closed sessions for personnel or litigation matters generally will be held at the beginning or end of the meeting as determined by the Board.

Section 3.9: Rules of Procedure.

- a. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary and convenient. When necessary, the President may refer to Rosenberg's Rules of Order to supplement the procedural rules established by law, contained in these Bylaws, or otherwise adopted by the Board.
- b. The President will call the meeting to order at the appointed time, announce the business before the Board in proper order, state and put all questions properly brought before the Board, preserve order and decorum, and decide all questions of order subject to an appeal to the entire Board.
- c. The President may participate in debate and vote on all issues before the Board.
- d. The President should not interrupt a speaker so long as the speaker is in order.
- e. The President will enforce the Board's rules for public participation.

- f. The President will rule any speaker out of order who is not in compliance with any rule or procedure, who is speaking too long, or who is being unduly repetitious, or who is extensively discussing irrelevancies.
- g. While on all questions of order and interpretation of the rules and priority of business it is the duty of the President to first decide the question, it is the privilege of any member of the Board to appeal the decision; and if the appeal is seconded, the Board will vote on whether the decision of the President stands.
- h. The Board may act by ordinance, resolution, or minute order (motion on the record.)
- i. Subject to appeal to the entire Board, the President may set the reasonable time for debate of a particular issue and may allot a reasonable time to each speaker, including members of the Board.
- j. The proper order for all actions is, after public comment is heard, for the members of the Board to ask clarifying questions, then for any member of the Board to make a motion (such as a motion to enact an ordinance), which if seconded, is subject for discussion prior to the vote. A motion for reconsideration may be made or placed on the agenda only by a member who voted with the prevailing side, although such a motion may be seconded by anyone.
- k. Each member of the Board attending a meeting will be allowed to speak, at least one time, prior to each vote on an issue. Speakers will obtain the floor from the President prior to speaking. The President may recognize himself or herself. The President will determine the order in which members of the Board speak.
- l. During discussion of a matter, members of the Board will confine themselves to the question before the Board. Members should refrain from attacking the motives of other members, but the nature and consequences of a measure may be condemned in strong terms. It is not the person, but the measure, that is subject to debate.

Section 3.10: Public Participation. The rules of public participation for Board meetings are set forth in the Brown Act and subject to the attached Appendix A.

Section 3.11: Roll Call Vote on Resolutions, Ordinances, and Minute Orders. Voting on all resolutions, ordinances, and minute orders coming before the Board of the District will be by roll call, and the ayes and nays will be entered upon the minutes of such meeting. No secret ballots are permitted.

Section 3.12: Expenses over \$12,000.00. Voting on all expenses over \$12,000.00 coming before the Board will be by roll call, and the ayes and nays will be entered upon the minutes of such meeting. No secret ballots are permitted.

ARTICLE IV- COMMITTEES

Section 4.1: Establishment. The Board, by motion or resolution, may establish and dissolve committees from time to time. All committees will have such powers and authority as granted by the Board and may be modified from time to time.

Section 4.2: Ad Hoc Committees. Ad hoc committees are committees made up solely of two members of the Board for purposes of making investigations, gathering information, meeting with third parties or other agencies, and giving recommendations and advice to the Board. Ad hoc committees are generally expected to complete their business and make their

recommendations to the Board within six months of their formation; although, the term may be extended if it turns out that it is impractical to complete the business or form the committee recommendations within that time.

Section 4.3: President to Appoint. The President will appoint members of all committees with agreement from the appointed members. The President may also appoint a new member to serve where a committee member is unable to attend or perform the functions of that committee member.

Section 4.4: Standing Committees. The Board may establish standing committees to be given such duties as the Board directs. Standing committees have continuing subject matter jurisdiction. Standing committees may be assigned or delegated such powers and decision-making responsibilities as deemed appropriate by the Board.

Section 4.5: Other Committees. The Board may establish other committees made up of any combination of representatives or users from the District, members of the public, or representatives of other agencies, as it deems appropriate.

Section 4.6: Minutes and Formalities. Unless required by law or Board action, ad hoc committees need not hold public meetings nor give advance notice of their meetings. Standing committees will prepare minutes of their meetings. Ad hoc committees will make regular written reports to the Board [or shall report orally during a regular board meeting](#) on any developments within the scope of the committee.

Section 4.7: Application of the Brown Act. Nothing in these Bylaws may be interpreted to allow any violation of the California Brown Act.

ARTICLE V - PASSAGE OF ORDINANCES

Section 5.1: Ordinances. Ordinances will be enacted pursuant to the California Harbors & Navigation Code and any and all other applicable California laws. Before any ordinance may be adopted, the violation of which is a misdemeanor, a notice will be published in a newspaper of general circulation published in Del Norte County, stating generally the nature of the ordinance proposed, stating where and when a copy thereof may be inspected, and specifying the date, not less than twenty (20) days from the date of publication of such notice, on which the Board will meet for the purpose of adopting the ordinance. Ordinances will become effective immediately upon adoption by the Board unless another effective date is stated in the ordinances. All ordinances will be adopted and published as required by law.

Section 5.2: Majority. Passage of an ordinance requires the affirmative vote of three Harbor Commissioners.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1: Checks. All checks of the District must be signed by at least two Commissioners. Any and all members of the Board are authorized to sign checks.

Section 6.2: Access to Records. The purpose of this section is to maximize access to the District's records for Harbor Commissioners, who must ultimately decide matters concerning the District, while keeping in mind the privacy concerns of personnel, the needs of litigation, and other legitimate concerns. Each member of the Board has access to read and review all records of

the District, unless restricted by law. Private personnel records are not available to Harbor Commissioners, except as deemed necessary for the conduct of their business. Harbor Commissions generally should view personnel records in a closed session of the Personnel Committee or Board. The CEO/Harbor Master is responsible for maintaining the District's records. A Harbor Commissioner's request for access to nonpublic documents will be made through the CEO/Harbor Master. In the event of a dispute regarding access to the District's records, the CEO, the President, or a member of the Board may bring the matter before the entire Board, which will have ultimate responsibility for deciding such matters.

Section 6.3: Attorney.

a. The CEO/Harbor Master will be the Board's primary contact with any attorney representing the District. The President may also consult with any attorney representing the District with full Board approval.

b. The General Counsel will be the primary attorney representing the District. The General Counsel represents the District, not individual Commissioners. Nonetheless, the Board recognizes and affirms the right of individual Commissioners to consult directly and confidentially with the General Counsel on District related matters as they deem appropriate. Prudence should be used when exercising this privilege, and the subject matter of all consultations must be limited to official District business.

c. The President, the CEO/Harbor Master, or the Board may request that the General Counsel prepare a written opinion or attend a Board meeting to discuss legal issues.

d. The General Counsel will prepare or review leases, contracts, deeds and similar documents at the direction of the CEO/Harbor Master or the Board. Contracts, deeds, leases, and similar documents must include the General Counsel's signature approving the document as to form.

Section 6.4: Financial documents to be reported to the board and public:

At the 2nd meeting of each month the financial director shall prepare and issue reports of the following documents:

1. A standard profit and loss statement showing the actual results of the previous month, the budgeted results for that month as well as the total dollar variance for that month for each line item.
2. A standard profit and loss statement showing the actual results YTD through the prior month, the budgeted results YTD through the prior month as well as the total dollar variance YTD for each line item.
3. A standard cash flow statement as of the prior month end
4. A standard balance sheet statement as of the prior month end
5. A projected month end cash balance statement for the next 12 months showing how the P&L affects the cash balance, as well as any items affecting the cash flow not reported in the P&L statement. This projected month end cash balance sheet's line items shall be reviewed and updated monthly.

Section 6.4 **Section 6.5** **Compliance with Law.** These Bylaws must be interpreted as consistent with any and all applicable law.

ARTICLE VII – AMENDMENTS

Section 7.1: Amendments to Bylaws. The Bylaws of the District may be amended by Resolution only with the approval of at least three members of the Board at a regular or special meeting.

The above Bylaws have been adopted by Resolution Number 2023-10 on June 20, 2023.

Dated: _____

President of the Board of Harbor Commissioners

Dated: _____

Secretary of the Board of Harbor Commissioners

APPENDIX A

RULES RELATED TO PUBLIC PARTICIPATION **AT MEETINGS OF THE CRESCENT CITY HARBOR DISTRICT** **BOARD OF HARBOR COMMISSIONERS**

- 1.) Every agenda for regular meetings of the Board will provide for an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item, so long as the item is within the subject matter jurisdiction of the District and providing that no action will be taken on any item not appearing on the agenda unless authorized by statute.
- 2.) Only members of the audience recognized by the President will have the floor. Any member of the public wishing to address the Board must seek recognition from the President by the raising of his or her hand during the discussion of the item or by submitting a written request for recognition to the Secretary prior to the meeting. Upon being recognized by the President, the person will state his or her name and identify any group or organization that he or she is representing. In the President's discretion, the period for public participation may be before or after any staff report on a particular item.
- 3.) Except for public hearings, each speaker will be limited to a maximum of three (3) minutes, and total public participation on any item will be limited to fifteen (15) minutes. The Board may extend the time limit for individual speakers or total audience participation, if in their discretion additional time is warranted. It is the responsibility of the President, or the President's designee, to keep track of time.
- 4.) Unless the Board determines that more time is warranted due to the complexity of, or public interest in, an item, each public hearing will be limited to thirty minutes, and individual speakers will be limited to five (5) minutes each. The Board may increase the time limits before or during a hearing if it determines such an increase is warranted.
- 5.) Irrespective of any time limits, the President will regulate a speaker who is speaking too long, being unduly repetitious, or extensively discussing irrelevancies.
- 6.) The President will rule a speaker out of order for cause. A speaker may not be ruled out of order due to substance of the comments unless comments are irrelevant to the subject at hand.
- 7.) After hearing from the public on an item, the President may close further audience participation to allow members of the Board to discuss the item among themselves and with

staff. Harbor Commissioners may also ask for further comment or clarification from members of the audience after the public participation portion has otherwise been closed.

8.) Notwithstanding any other provision herein, the agenda and the Board need not provide an opportunity for members of the public to address the Board on any item that has already been considered by a committee composed exclusively of members of the Board at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item before or during the committee's consideration of the item. The Board will afford the public opportunity to speak on such an item if the Board determines that the item has been substantially changed since the committee heard the item.

9.) In the case of special meetings, the Board will limit public participation and discussion to only those items that were described in the notice of the meeting.

10.) The Board may exclude or expel any person who refuses to abide by the reasonable rules for public participation or who causes a disturbance. In addition, the Board may exclude or expel all persons from any meeting where a disturbance has been created that will not allow the meeting to continue unimpeded. In a case where persons have been expelled due to such a disturbance, the Board must readmit any journalists who were not involved in the disturbance and may establish a procedure for readmitting any individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SEAL OF THE CRESCENT CITY HARBOR DISTRICT





5. Communications and Reports

a. Update on South Beach Restroom Project

Public Comment?

PROJECT DESCRIPTION

Produced for Crescent City

October 18, 2024

CRESCENT CITY

South Beach Restroom

Produced by:

Moffatt & Nichol
600 University Street, Suite 610
Seattle,
(206)622-0222
www.moffattnichol.com

WA,98101



1. Project Description

1.1. Proposed Project Action

The Crescent City Harbor District (CCHD) proposes to install a public restroom facility which includes three private all-gender restroom stalls, two outdoor showers, and two water fountains/fill stations. The restroom facility is ADA compliant and will be easily accessible to people utilizing the CCHD docks and visiting the adjacent, scenic South Beach.

1.2. Project Location

The restroom facility is proposed to be located in the eastern corner of the old Redwood RV Resort lot which is no longer in use and managed by the CCHD. Next to the proposed location is Anchor Way. This location is next to Anchor Beach Inn Crescent City and is accessible via Anchor Way and Starfish Way public roads. Visitors to South Beach can easily access the restroom facility by utilizing these roads. There is potential for the remainder of the Redwood RV Resort lot to turn into a parking lot for visitors of Crescent City Harbor (Harbor) and South Beach to use. Refer to Figure 1.

1.3. Project Need

The Harbor is an industrial area with commercial fishing operations. Although the Harbor is open to the public, it lacks amenities that draw in boat tenants and visitors. Currently, there are no permanent public restroom facilities on site, only Porta-Pottys. The CCHD is in the process of planning and designing numerous public improvements to the Harbor.

1.4. Project Purpose

The CCHD is working on improvements to revitalize its land jurisdictional areas and make the Harbor more open to the public which will boost public use, as well as the local economy. These improvements to the Harbor are anticipated to yield more commercial fishing business and visitors annually. The public restroom facility will be located on the east side of the Harbor and connect to a portion of the California Coastal Trail and beach route. Building this facility will enhance the area for fisherman and visitors alike.

1.5. Design

The proposed restroom facility would be pre-manufactured. The facility would be ADA compliant and house three all-gender private restrooms (stalls), two outdoor showers, and two water fountains/fill stations. Connections to water, sewer, and electrical conduit lines are needed following placement of the restroom facility. These utility lines are connected to the restroom facility's internal electrical panel. The proposed location for the restroom facility will require new connections to the electric, water, and sewer utility lines due to the proposed restroom facility being further than 6 feet of the connection points. Refer to Figure 2, Figure 3, and Figure 4.

1.6. Construction

A building pad (i.e., an area of flat compacted soil) needs to be prepared prior to the installation of the restroom facility. The size of the building pad will be created to have a 10 foot offset from the front corners of the restroom facility. Since the intended location of placement is currently paved, excavation of the asphalt is needed. The ground can then be prepared/compacted to be stable enough to uphold the weight of the restroom facility and stay compacted after installation.

Excavation is also needed for utility trenches which are used to house underground piping for the restroom facility's plumbing and electrical needs. Coarse concrete sand is used to fill the trench. After the restroom facility is placed adjacent to the utility trench, connections to the utility lines can be made.



The proposed restroom would be pre-manufactured offsite atop an 8 inches thick subgrade concrete slab, trucked to the site, and placed on the prepared building pad using a crane. The proposed building structure is approximately 12 feet tall and 11 feet wide. After the building structure is placed, internal building plumbing connections and connections from the electrical panel to the building's fixtures would be completed. Refer to Figure 5, Figure 6, and Figure 7.





Figure 1. Vicinity map of South Beach restroom facility.





Figure 2. Front and left side of restroom facility.



Figure 3. Front and right side of restroom facility.



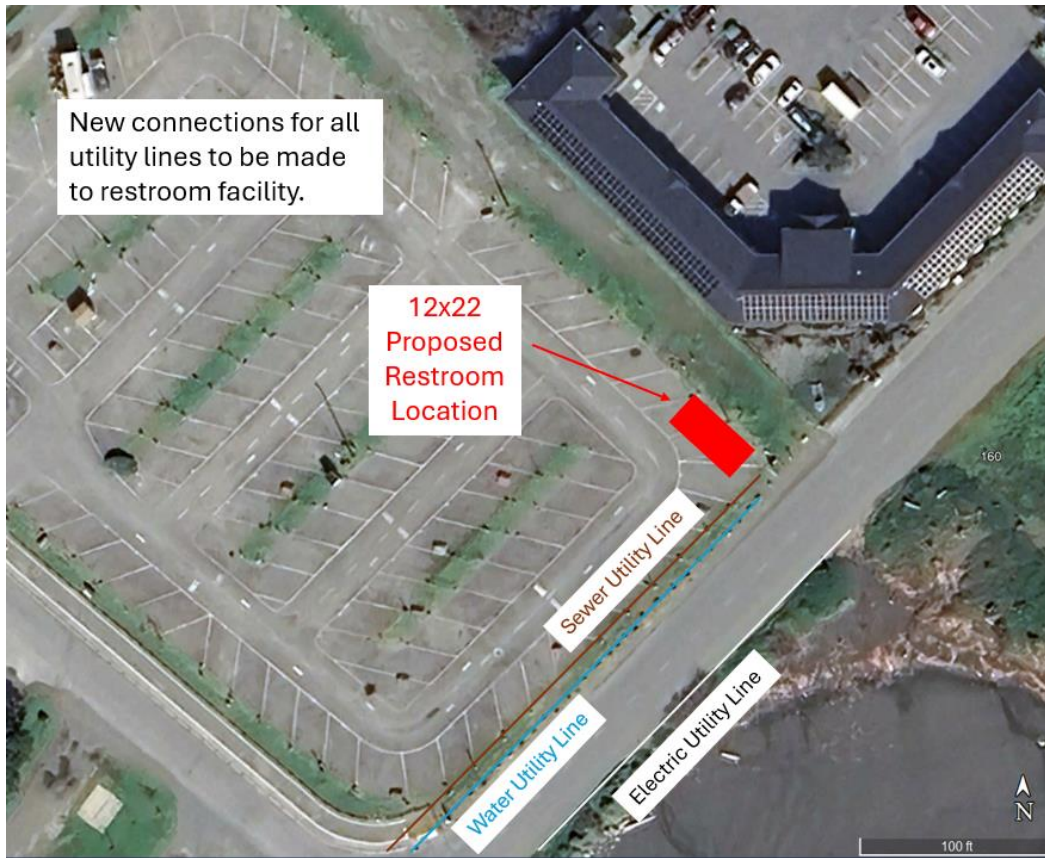


Figure 4. Location Map of Utility Lines.



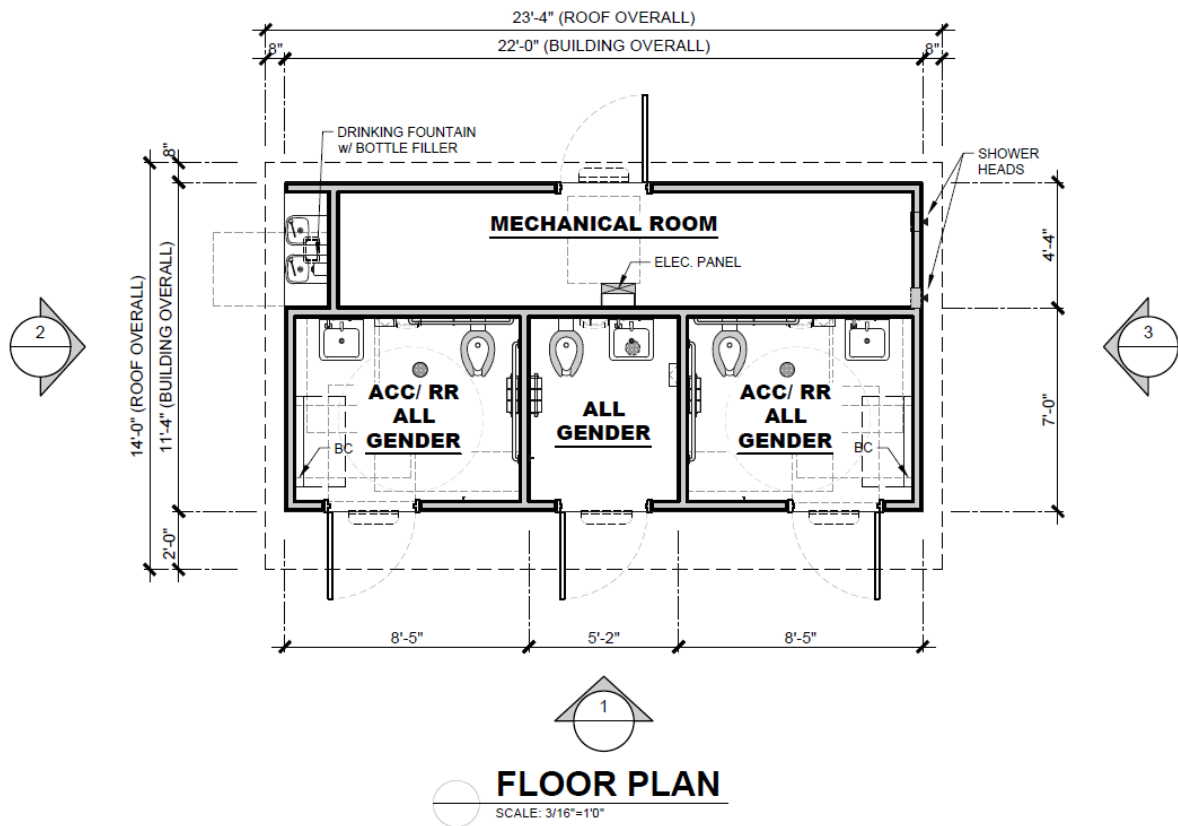


Figure 5. Floor plan of restroom facility.

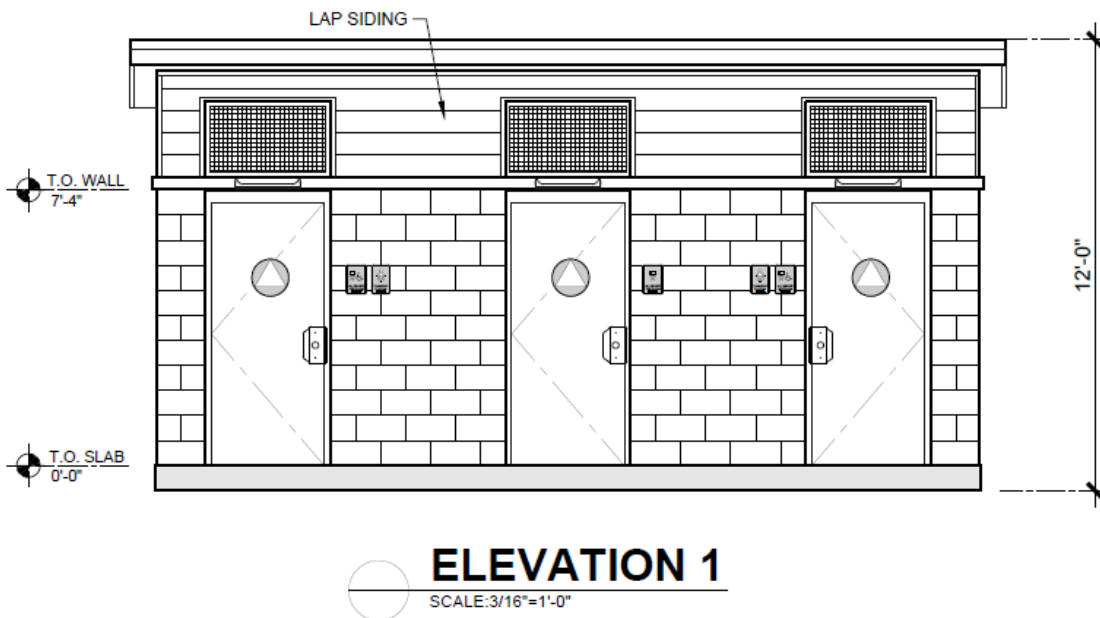
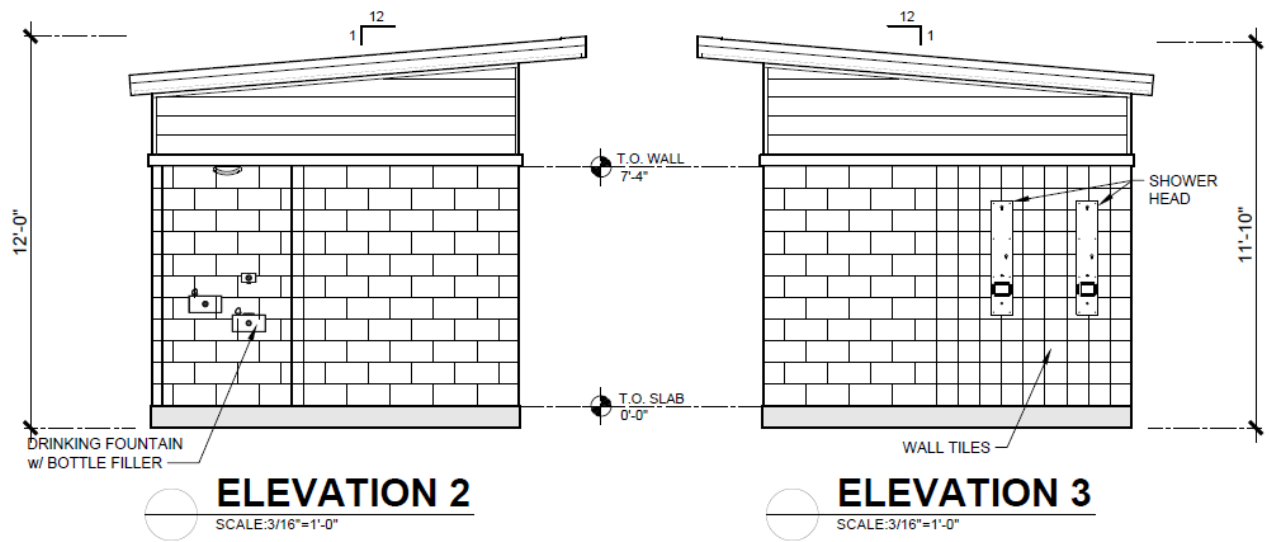


Figure 6. First schematic elevation drawing.





THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

Figure 7. Second and third schematic elevation drawing.



2. References

Crescent City Harbor District. (2024). Retrieved from <https://www.ccharbor.com/>

Public Restroom Company Proposal. (2024, March 8). *Public Restroom Company. Building Better Places to Go.* Retrieved from <https://publicrestroomcompany.com/>



CALIFORNIA COASTAL COMMISSION

NORTH COAST DISTRICT OFFICE
1385 8TH STREET, SUITE 130
ARCATA, CALIFORNIA 95521-5967
PHONE: (707) 826-8950
WWW.COASTAL.CA.GOV



October 31, 2024

Coastal Development Permit De Minimis Waiver Coastal Act Section 30624.7

Based on the project plans and information provided in your permit application for the development described below, the Executive Director of the Coastal Commission hereby waives the requirement for a Coastal Development Permit pursuant to Section 13238.1, Title 14, California Code of Regulations. If at a later date this information is found to be incorrect or the plans revised, this decision will become invalid, and any development occurring must cease until a coastal development permit is obtained or any discrepancy is resolved in writing.

Subject: Coastal Development Permit (CDP) Waiver No. 1-24-0857-W

Applicant: Crescent City Harbor District

Location: Crescent City Harbor (located on Anchor Way in the northeastern corner of former Redwood RV Resort), Crescent City (Del Norte County)
(APN(s): 117-180-021)

Proposed Development

Install an approximately 264-square-foot, 12-foot-tall, prefabricated restroom building with three (3) stalls, two (2) outdoor showers, and two (2) water filling stations on a concrete slab. Development also includes removing existing porta potties and extending utilities from nearby existing lines.

Executive Director's Waiver Determination

Pursuant to Public Resources Code Section 30624.7 and Title 14, Section 13238 of the California Code of Regulations, and based on project plans and information submitted by the Applicant regarding the proposed development, the Executive Director of the California Coastal Commission hereby waives the requirement for a CDP for the following reasons:

The proposed restroom amenities would enhance public access for people using the harbor and visiting nearby South Beach. There are currently no permanent public restrooms serving South Beach or the harbor.

The Harbor District will protect the biological productivity and quality of nearby coastal waters during construction and staging by using appropriate best management practices including containing concrete washout in sealed bins, and filtering and treating washout before transferring to a municipal wastewater treatment plant. The building will

Coastal Development Permit De Minimis Waiver 1-24-0857-W

be constructed offsite, then trucked to the site and placed via crane. Excavation to remove existing asphalt and compaction of soil will occur to prepare the building site. A trencher will be used to extend utilities approximately 30-50 feet to existing utility lines. The trenches will be backfilled with coarse concrete sand. Concrete washout will occur within the construction area away from drainage areas and permeable surfaces.

There are no Environmentally Sensitive Habitat Areas (ESHAs) within the footprint of the project. Construction of the building pad and utility extensions will not increase the risk of coastal hazards such as coastal erosion or tsunamis. Project activities will not interfere with the public's ability to access the sea.

Therefore, the proposed development will not result in any significant adverse impacts to sensitive habitat, visual resources, or public access. The proposed development is consistent with all applicable Chapter Three policies of the Coastal Act.

Coastal Commission Review Procedure

This waiver is not valid until the waiver has been reported to the Coastal Commission and the site of the proposed development has been appropriately noticed, pursuant to sec. 13054(b) of the California Code of Regulations. The Notice of Pending Permit shall remain posted at the site until the waiver has been validated and no less than seven days prior to the Commission hearing. **This waiver is proposed to be reported to the Commission on Thursday, November 14, 2024.** If four or more Commissioners object to this waiver at that time, then the application shall be processed as a regular CDP application.

PLEASE NOTE THAT THIS WILL BE A HYBRID MEETING, WITH BOTH VIRTUAL AND IN PERSON PARTICIPATION ALLOWED. Please see the Coastal Commission's Hybrid Hearing Procedures posted on the Coastal Commission's webpage at www.coastal.ca.gov/mtgcurr.html for details on the procedures of this hearing. If you would like to receive a paper copy of the Coastal Commission's Hybrid Hearing Procedures, please email ExecutiveStaff@coastal.ca.gov or call 415-904-5202.

The in-person hearing will be held at **Hyatt Regency San Francisco, 5 Embarcadero Center, San Francisco CA 94111**. The Commission still strongly encourages continued participation virtually through video and teleconferencing to reduce our carbon footprint. **To view the live stream of the hearing, please visit <https://cal-span.org/>**

If you have any questions about the proposal or wish to register an objection, please contact Rebecca Jacobson in the North Coast District office at Rebecca.Jacobson@coastal.ca.gov.

Coastal Development Permit De Minimis Waiver
1-24-0857-W

Sincerely,

Kate Huckelbridge, PhD
Executive Director

By:

A handwritten signature in black ink that reads "Rebecca Jacobson". The signature is written in a cursive, flowing style.

Rebecca Jacobson
Coastal Program Analyst

cc: Kim Garvey, Moffatt & Nichol, Agent



5. Communications and Reports

b. Grants Update

Public Comment?

CCHD GRANT STATUS (updated 19 November 2024)

GRANT NAME	SOURCE	PROJECT COMPONENTS	AMOUNTS			START DATE	TIMELINE	STATUS	REMARKS
			TOTAL	GRANT	MATCH				
Port Infrastructure Development Grant (PIDP) 2022	DOT - MARAD	1) construction of a new seawall; 2) repair and renovation of the seafood packing and trucking area; 3) replacement of the aged cargo handling equipment atop the seawall	\$ 9,208,207	\$ 7,366,566	\$ 1,570,489	January/23	5 YEARS	design process utilizing public comments and environmental review continuing; awaiting Geotechnical results	
CA Coastal Conservancy Grant Citizen's Dock Planning	CA Coastal Conservancy	design, Environmental Impact Studies and permitting for construction of a new Citizens Dock	\$ 927,000	\$ 927,000	\$ 143,000	June/23	36 MONTHS	design process utilizing public comments and environmental review continuing; 15% design documents for Citizens Dock completed; awaiting Geotechnical results	IN-KIND MATCH
CA Coastal Conservancy Grant South Beach Bathroom	CA Coastal Conservancy	design, permitting and construction of bathrooms and showers on Anchor Way, near Starfish Way	\$ 450,000	\$ 450,000	\$ 117,000	June/23	36 MONTHS	CDP approved; recruiting general contractor	IN-KIND MATCH
Harbor Mitigation Grant Program (HMGP)	Cal OES and FEMA	identify best use of properties; design & engineering; NEPA/CEQA studies; all for Climate Resiliency Solutions along waterfront	\$ 1,500,000	\$ 1,350,000	\$ 150,000	January/24	completed within 5 years of obligation	bid for enviro review ready for Board approval	
Port Infrastructure Development Grant (PIDP) 2024	DOT - MARAD	construction of Citizens Dock	\$ 10,000,000	\$ 8,000,000	\$ 2,000,000	January/25	36 MONTHS	funded on 15 Nov 2024	
PARTNERSHIP AGREEMENTS: GRANTS AWARDED TO OTHER AGENCIES									
STPG Climate Adaptation Transportation Planning; partner w/ Del Norte Local Transportation Comm	Caltrans and OPR	Del Norte Local Transportation Commission award to identify climate mitigation projects along U.S. Hwy 101 and Anchor Way along South Beach	\$ 250,000	\$ 250,000	\$ 8,000	Summer 2023	30 MONTHS	public comment period open	
CA Coastal Conservancy Grant Fish Filet Building, Bathroom and Pop Up Store; partner w/ DNATL Community Food Council	CA Coastal Conservancy	DNATL Community Food Council awarded grants for 1) installation of Fish Filet Building; 2) purchase and installation of bathroom and pop-up store	\$ 500,000	\$ 500,000	\$ -	December/23	30 MONTHS	final funding for permitting received from Coastal Conservancy	
GRANT APPLICATIONS IN PROCESS									
Community Change Grant	EPA	construction of new boat repair facility, two new TravelLifts, and ancillary equipment	\$ 20,000,000	\$ 20,000,000	TBD	Jan-25	36 MONTHS	gathering data for application to be submitted by 22 Nov 2024	
State & Local Cybersecurity Grant Program	Cal OES	hardware and software upgrades including cameras, servers, switches, endpoints	\$ 250,000	\$ 250,000		Jan-25	24 MONTHS	submitted, waiting for award	
Community Energy Reliability and Resilience Investment Program	CA Energy Commission	installation of Microgrids	\$ 2,500,000	\$ 2,500,000	TBD	July/25	TBD	gathering data for application	

HARRY ADAMS
President

RICK SHEPHERD
Secretary

GERHARD WEBER
Commissioner

WES WHITE
Commissioner

BRIAN STONE
Commissioner

Crescent City Harbor District

Phone (707) 464-6174 Fax (707) 465-3535
101 Citizen's Dock Road
Crescent City, California 95531
www.ccharbor.com



MIKE RADEMAKER
CEO/Harbormaster

FOR IMMEDIATE RELEASE
November 18, 2024

Crescent City Harbor District Awarded \$8 Million Grant for Citizens' Dock Replacement

Crescent City, California – The Crescent City Harbor District (CCHD) is thrilled to announce an \$8 million award from the U.S. Department of Transportation's Maritime Administration (MARAD) to completely replace Citizens' Dock — a cornerstone of Crescent City's commercial fishing industry and local economy.

This funding, secured through MARAD's Port Infrastructure Development Program (PIDP), will enable CCHD to replace the deteriorating 1950s-era dock, which is at risk of failure, even while it remains vital for seafood unloading and intermodal transportation. The new dock will incorporate weather-resilient materials, state-of-the-art hoists, enhanced public viewing platforms, and modern equipment designed to support the local fishing fleet and seafood-related businesses. Additionally, the new dock will improve accessibility for large trucks, forklifts, and vessels, enhancing supply chain efficiency.

Citizens' Dock allows for the landing of over 9 million pounds of seafood annually, including several million pounds of Dungeness crab. It supports more than 100 commercial fishing vessels, with additional boats utilizing the facility during peak fishing seasons. Failure of the dock would have catastrophic economic consequences for the local fishing industry. The replacement project will bolster safety, operational efficiency, and resilience against natural hazards, such as tsunamis and storm surges.

The new Citizens' Dock is expected to generate substantial economic benefits for Del Norte County and the surrounding region. Commercial fishing and tourism at the harbor contribute between \$50 million and \$100 million annually to the local economy, supporting businesses and creating jobs. As a tourist attraction, the dock draws visitors eager to experience a working harbor and observe the bustling fishing fleet. The project will enhance public access with safe viewing areas and interpretive signage, to foster a deeper connection to the maritime industry and ecosystem.

CCHD President of the Board of Harbor Commissioners, Harry Adams, emphasized the project's significance: *"Citizens' Dock is more than infrastructure — it's a lifeline for our fishing community and a beacon for our local economy. Thanks to Congressman Huffman and MARAD, we're securing the harbor's future and preserving its role as an economic engine for Del Norte County."*

CCHD CEO/Harbormaster, Mike Rademaker, acknowledged the teamwork and collaboration behind the grant: *"This grant is a testament to the hard work of our team and the unwavering support of our community and partners. I would like to extend special thanks to our grant writers, Mike Bahr and Aislene Delane, with Community System Solutions. This grant will equip our fishing fleet to thrive while modernizing infrastructure to meet future challenges. We are honored by MARAD's support and proud of our team's efforts in securing this transformative funding."*

U.S. Congressman Jared Huffman, who played a pivotal role in securing the funding, highlighted the project's importance: *"It's terrific that DOT's Maritime Administration understands the need for important infrastructure improvements in Crescent City Harbor,"* said Rep. Huffman. *"These funds will help modernize the port and improve safety, accessibility, and resilience in the face of future tsunamis, floods, and sea-level rise."*

The Citizens' Dock Replacement Project is part of Crescent City Harbor's broader transformation into a resilient, economically vibrant port. With a total project cost of \$10 million, including \$2 million in state and local matching funds, this new project builds on existing projects, such as the replacement of the harbor's seawall through a 2022 MARAD PIDP grant. These initiatives safeguard critical infrastructure, ensuring the Crescent City Harbor remains a vital resource for commerce and recreation.

The Crescent City Harbor District expresses its gratitude to Congressman Huffman for his steadfast advocacy and to MARAD for recognizing the importance of this project to the Crescent City community and beyond.

For more information about the Crescent City Harbor District and the Citizens' Dock Replacement Project, please visit www.ccharbor.com

For more information about the PIDP, please visit: <https://www.maritime.dot.gov/PIDPgrants>



5. Communications and Reports

c. Financial Report

Public Comment?

PROJECTED CASH FLOW (as of 31 October 2024)

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ESTIMATED							
	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025
BANK (OPENING)	1,217,526	1,226,545	1,164,851	903,389	945,962	911,788	915,009	954,049	921,548	550,287	762,774	794,957
OPERATIONS												
P&L INCOME	183,364	132,821	125,580	139,924	150,126	94,496	181,596	134,226	133,356	134,026	125,261	127,466
P&L EXPENSE	235,762	194,515	222,725	233,106	195,050	164,321	156,056	185,227	150,617	129,414	121,703	122,478
	(52,398)	(61,694)	(97,145)	(93,182)	(44,924)	(69,825)	25,540	(51,001)	(17,261)	4,612	3,558	4,988
OTHER												
P&L INCOME	61,417			363,001		245,000				178,000		
P&L EXPENSE			164,317	227,246		183,254			375,000			
	61,417		(164,317)	135,755		61,746			(375,000)	178,000		
GRANT ACTIVITY					10,750	11,300	13,500	18,500	21,000	29,875	28,625	26,375
BANK (CLOSING)	1,226,545	1,164,851	903,389	945,962	911,788	915,009	954,049	921,548	550,287	762,774	794,957	826,320

** NOTE THAT IMPROVEMENTS ON THIS CASH FLOW FORMAT WILL BE ACCOMPLISHED PRIOR TO THE NOVEMBER FINANCIAL REPORTS (CHANGES IN QB CHART OF ACCOUNTS)*

Crescent City Harbor District
YTD Budget vs Actuals (OPERATIONS)
July - October, 2024

	ACTUAL	BUDGET	VARIANCE	
Income				
Total 2400 COMMERCIAL REVENUE	271,534	199,200	(72,334)	
Total 2600 SERVICES & FEES	52,941	53,430	489	
2650 DISCOUNTS/ADJUSTMENTS		(2,000)	(2,000)	
Total 2700 MOORAGE - SLIP RENTALS	163,283	129,244	(34,039)	
Total 2800 RV PARKS REVENUE OPERATIONS	94,992	98,740	3,748	
Total 3000 SALES OF PRODUCT REVENUE	1,149	2,000	851	
Stripe sales	(2,127)		2,127	
Total Income	581,772	480,614	(101,158)	*INCOME > BUDGET
Expenses				
Total 3200 ADVERTISING	1,836	1,200	(636)	
Total 3300 AUTO EXPENSES	16,463	19,600	3,137	
Total 3400 BANK FEES / SURCHARGES	3,281	3,600	319	
3500 DUES / CHARITABLE CONTRIBUTIONS	2,521	11,000	8,479	
Total 3600 CONTRACTORS OPERATIONS	42,323	47,112	4,789	
Total 3700 INSURANCE POLICIES	132,423	80,502	(51,922)	
Total 3800 INTEREST EXPENSE	164,317	202,400	38,083	
Total 3900 PROFESSIONAL FEES / CONSULTANTS	102,759	63,333	(39,426)	
Total 4000 OFFICE / GENERAL OPERATIONS	34,230	30,780	(3,450)	
Total 5000 PAYROLL EXPENDITURES	468,861	426,520	(42,341)	
Total 5100 REPAIRS / MAINTENANCE	9,114	23,189	14,075	
Total 5200 SUPPLIES, MATERIALS & FUEL	15,824	9,333	(6,490)	
Total 5300 TRAVEL / TRAINING	390	5,000	4,610	
Total 5500 UTILITIES	55,143	114,300	59,157	
5600 WRITE-OFFS		13,332	13,332	
Stripe fees	425		(425)	
Total Expenses	1,049,912	1,051,202	1,290	*EXPENSES < BUDGET

Crescent City Harbor District
Actuals vs Budget (OPERATIONS)
September 2024

	ACTUAL	BUDGET	VARIANCE	
Income				
Total 2400 COMMERCIAL REVENUE	62,986	47,800	(15,186)	
Total 2600 SERVICES & FEES	12,245	11,215	(1,030)	
2650 DISCOUNTS/ADJUSTMENTS		(500)	(500)	
Total 2700 MOORAGE - SLIP RENTALS	29,220	35,244	6,024	
Total 2800 RV PARKS REVENUE OPERATIONS	21,771	22,985	1,214	
Total 3000 SALES OF PRODUCT REVENUE	348	500	152	
Stripe sales	(990)		990	
Total Income	125,580	117,244	(8,336)	*INCOME > BUDGET
Expenses				
Total 3200 ADVERTISING	908	300	(608)	
Total 3300 AUTO EXPENSES	3,677	4,900	1,223	
Total 3400 BANK FEES / SURCHARGES	754	900	146	
3500 DUES / CHARITABLE CONTRIBUTIONS	574	11,000	10,426	
Total 3600 CONTRACTORS OPERATIONS	7,796	10,853	3,057	
Total 3700 INSURANCE POLICIES	65,891	20,819	(45,072)	
Total 3800 INTEREST EXPENSE	164,317	176,600	12,283	
Total 3900 PROFESSIONAL FEES / CONSULTANTS	12,315	15,833	3,519	
Total 4000 OFFICE / GENERAL OPERATIONS	23,378	5,600	(17,778)	
Total 5000 PAYROLL EXPENDITURES	87,772	106,630	18,858	
Total 5100 REPAIRS / MAINTENANCE	681	5,797	5,116	
Total 5200 SUPPLIES, MATERIALS & FUEL	3,321	2,333	(987)	
Total 5300 TRAVEL / TRAINING		1,250	1,250	
Total 5500 UTILITIES	15,523	28,400	12,877	
5600 WRITE-OFFS		3,333	3,333	
Stripe fees	137		(137)	
Total Expenses	387,042	394,549	7,507	*EXPENSES < BUDGET

Crescent City Harbor District
Actuals vs Budget (OPERATIONS)
October 2024

	ACTUALS	BUDGET	VARIANCE
Income			
Total 2400 COMMERCIAL REVENUE	67,592	55,000	(12,592)
2600 SERVICES & FEES			
Total 2600 SERVICES & FEES	11,455	15,715	4,260
2650 DISCOUNTS/ADJUSTMENTS		(500)	(500)
Total 2700 MOORAGE - SLIP RENTALS	42,861	34,000	(8,861)
Total 2800 RV PARKS REVENUE OPERATIONS	17,989	16,385	(1,604)
Total 3000 SALES OF PRODUCT REVENUE	231	500	269
Stripe sales	(204)		204
Total Income e	139,924	121,100	(18,824) *INCOME > BUDGET
Expenses			
Total 3200 ADVERTISING		300	300
Total 3300 AUTO EXPENSES	5,157	4,900	(257)
Total 3400 BANK FEES / SURCHARGES	794	900	106
3500 DUES / CHARITABLE CONTRIBUTIONS	60		(60)
Total 3600 CONTRACTORS OPERATIONS	16,784	11,053	(5,731)
Total 3700 INSURANCE POLICIES	16,364	20,992	4,628
Total 3800 INTEREST EXPENSE		8,600	8,600
Total 3900 PROFESSIONAL FEES / CONSULTANTS	22,975	15,833	(7,142)
Total 4000 OFFICE / GENERAL OPERATIONS	3,095	6,605	3,510
Total 5000 PAYROLL EXPENDITURES	147,296	106,630	(40,666)
Total 5100 REPAIRS / MAINTENANCE	2,190	5,797	3,608
Total 5200 SUPPLIES, MATERIALS & FUEL	6,849	2,333	(4,515)
Total 5300 TRAVEL / TRAINING		1,250	1,250
Total 5500 UTILITIES	11,503	28,500	16,997
5600 WRITE-OFFS		3,333	3,333
Stripe fees	40		(40)
Total Expenses	233,105	217,027	(16,078)

Crescent City Harbor District

Profit and Loss

September 2024

	TOTAL
Income	
2400 COMMERCIAL REVENUE	
2401 Commercial Fees Additional	8,929.90
2402 Commercial Hoist Leases	14,040.00
2403 Commercial Leases	34,785.98
2407 Commercial Utilities	1,859.41
2409 Freezer Rental	666.00
2410 Poundage Fees	2,704.99
Total 2400 COMMERCIAL REVENUE	62,986.28
2600 SERVICES & FEES	
2602 No Insurance Fee	3,240.00
2605 Permits Fish Sales	300.00
2606 Key Fob Sales	168.00
2607 Late Payment Fee	450.00
2608 Launch Permit Fees	1,242.00
2609 Laundry Sales	181.00
2610 Live-a-Board Fees	720.00
2611 Mobile Crane Rental	480.00
2612 Storage Revenue	3,194.25
2613 Utilities Marina	1,099.65
2614 Work Dock Use	80.00
2615 Surcharge / Admin Fee	240.00
2616 Harbor Fees Additional	850.00
2617 Non-Taxable labor fees	0.00
Total 2600 SERVICES & FEES	12,244.90
2700 MOORAGE - SLIP RENTALS	
2701 Rec Slip Rentals / Dockwa	29,219.84
Total 2700 MOORAGE - SLIP RENTALS	29,219.84
2800 RV PARKS REVENUE OPERATIONS	
2801 RV Bayside Leases	16,800.00
2802 RV BS Dump Station	15.00
2803 RV BS Fees	635.00
2805 RV BS Laundry	140.50
2809 RV Guest Rentals	4,180.53
Total 2800 RV PARKS REVENUE OPERATIONS	21,771.03
3000 SALES OF PRODUCT REVENUE	
3001 GIFT SHOP SALES	348.21
Total 3000 SALES OF PRODUCT REVENUE	348.21
Stripe sales	(989.99)
Total Income	\$125,580.27

Crescent City Harbor District

Profit and Loss

September 2024

	TOTAL
Cost of Goods Sold	
3100 COST OF GOODS SOLD	
3102 Laundry Expense	90.50
Total 3100 COST OF GOODS SOLD	90.50
Total Cost of Goods Sold	\$90.50
GROSS PROFIT	\$125,489.77
Expenses	
3200 ADVERTISING	
3201 Ads and Notices	908.00
Total 3200 ADVERTISING	908.00
3300 AUTO EXPENSES	
3301 Fuel Expenses	105.00
3302 Maintenance and Repair	62.56
3303 Truck Leases/Auto Exp	3,509.34
Total 3300 AUTO EXPENSES	3,676.90
3400 BANK FEES / SURCHARGES	
3401 Bank Fees	171.95
3404 QuickBooks Payments Fees	581.78
Total 3400 BANK FEES / SURCHARGES	753.73
3500 DUES / CHARITABLE CONTRIBUTIONS	573.97
3600 CONTRACTORS OPERATIONS	
3602 Outside Services	7,795.63
Total 3600 CONTRACTORS OPERATIONS	7,795.63
3700 INSURANCE POLICIES	
3701 Auto Insurance	1,823.00
3702 Liability & Property Policies	60,878.54
3703 Workers Comp	3,189.01
Total 3700 INSURANCE POLICIES	65,890.55
3800 INTEREST EXPENSE	
3802 USDA Interest	164,316.84
Total 3800 INTEREST EXPENSE	164,316.84
3900 PROFESSIONAL FEES / CONSULTANTS	
3903 Attorney Professional Services Legal	9,336.50
3904 Additional Non-Attorney	180.00
3905 Legal Reimbursements	618.00
3908 IT Services	2,180.00
Total 3900 PROFESSIONAL FEES / CONSULTANTS	12,314.50
4000 OFFICE / GENERAL OPERATIONS	
4002 Office Equipment Leases	403.12
4003 Office Expenses	394.92

Crescent City Harbor District

Profit and Loss

September 2024

	TOTAL
4006 Subscriptions & Software	2,409.98
4007 Uniform Expenses	295.89
4008 Website & Hosting Expenses	249.00
4025 Recruitment Expense	19,625.00
Total 4000 OFFICE / GENERAL OPERATIONS	23,377.91
5000 PAYROLL EXPENDITURES	
5001 Payroll Expenses	63,927.97
5002 Payroll Benefits	11,025.25
5003 Health Benefits	12,818.95
Total 5000 PAYROLL EXPENDITURES	87,772.17
5100 REPAIRS / MAINTENANCE	
5101 Heavy Equipment Lease Payments	681.08
Total 5100 REPAIRS / MAINTENANCE	681.08
5200 SUPPLIES, MATERIALS & FUEL	
5201 Maintenance Supplies / Materials	977.79
5202 Operations Supplies / Materials	1,384.66
5203 Fuel Maintenance	958.10
Total 5200 SUPPLIES, MATERIALS & FUEL	3,320.55
5500 UTILITIES	
5501 Electricity	3,509.73
5502 Propane	684.42
5503 Telephone	870.91
5504 Water & Sewer Service	3,073.84
5505 Trash & Recycle	6,755.76
5506 WI-FI / Internet Services	628.49
Total 5500 UTILITIES	15,523.15
Stripe fees	136.59
Total Expenses	\$387,041.57
NET OPERATING INCOME	\$ (261,551.80)
Other Income	
5700 GRANTS RECEIVED	
5702 CCHD Grant Services Provided	
5702B FEMA-HMPG CEQA/NEPA CCHD Direct	9,425.00
Total 5702 CCHD Grant Services Provided	9,425.00
5703 Vendor Invoices Reimbursed	
5703B Cal-OES FEMA HMPG CEQA/NEPA Purchases	152,685.00
Total 5703 Vendor Invoices Reimbursed	152,685.00
Total 5700 GRANTS RECEIVED	162,110.00
Total Other Income	\$162,110.00

Crescent City Harbor District

Profit and Loss

September 2024

	TOTAL
Other Expenses	
6100 GRANT EXPENSES - NON-OPERATING	
6101 Grant & Project Management	2,500.00
6101B CSS HMPG	6,000.00
Total 6101 Grant & Project Management	8,500.00
6104 Citizens Dock Design Coastal	36,062.02
6106 FEMA HMGP South Beach Planning	4,500.00
Total 6100 GRANT EXPENSES - NON-OPERATING	49,062.02
Total Other Expenses	\$49,062.02
NET OTHER INCOME	\$113,047.98
NET INCOME	\$ (148,503.82)

Crescent City Harbor District

Profit and Loss

October 2024

	TOTAL
Income	
2400 COMMERCIAL REVENUE	
2401 Commercial Fees Additional	20,438.36
2402 Commercial Hoist Leases	14,040.00
2403 Commercial Leases	30,716.89
2407 Commercial Utilities	1,731.08
2409 Freezer Rental	666.00
Total 2400 COMMERCIAL REVENUE	67,592.33
2600 SERVICES & FEES	
2602 No Insurance Fee	4,140.00
2605 Permits Fish Sales	150.00
2607 Late Payment Fee	210.00
2608 Launch Permit Fees	244.00
2609 Laundry Sales	50.00
2610 Live-a-Board Fees	720.00
2611 Mobile Crane Rental	360.00
2612 Storage Revenue	2,759.25
2613 Utilities Marina	1,956.60
2614 Work Dock Use	250.00
2615 Surcharge / Admin Fee	360.00
2617 Non-Taxable labor fees	255.00
Total 2600 SERVICES & FEES	11,454.85
2700 MOORAGE - SLIP RENTALS	
2701 Rec Slip Rentals / Dockwa	42,860.78
Total 2700 MOORAGE - SLIP RENTALS	42,860.78
2800 RV PARKS REVENUE OPERATIONS	
2801 RV Bayside Leases	16,590.33
2803 RV BS Fees	135.00
2805 RV BS Laundry	30.00
2809 RV Guest Rentals	1,233.20
Total 2800 RV PARKS REVENUE OPERATIONS	17,988.53
3000 SALES OF PRODUCT REVENUE	
3001 GIFT SHOP SALES	231.47
Total 3000 SALES OF PRODUCT REVENUE	231.47
Stripe sales	(203.66)
Total Income	\$139,924.30

Crescent City Harbor District

Profit and Loss

October 2024

	TOTAL
Cost of Goods Sold	
3100 COST OF GOODS SOLD	
3102 Laundry Expense	25.00
Total 3100 COST OF GOODS SOLD	25.00
Total Cost of Goods Sold	\$25.00
GROSS PROFIT	\$139,899.30
Expenses	
3300 AUTO EXPENSES	
3301 Fuel Expenses	105.00
3302 Maintenance and Repair	1,542.61
3303 Truck Leases/Auto Exp	3,509.34
Total 3300 AUTO EXPENSES	5,156.95
3400 BANK FEES / SURCHARGES	
3401 Bank Fees	152.95
3404 QuickBooks Payments Fees	640.89
Total 3400 BANK FEES / SURCHARGES	793.84
3500 DUES / CHARITABLE CONTRIBUTIONS	60.00
3600 CONTRACTORS OPERATIONS	
3602 Outside Services	16,783.62
Total 3600 CONTRACTORS OPERATIONS	16,783.62
3700 INSURANCE POLICIES	
3701 Auto Insurance	1,823.00
3702 Liability & Property Policies	11,204.04
3703 Workers Comp	3,336.56
Total 3700 INSURANCE POLICIES	16,363.60
3900 PROFESSIONAL FEES / CONSULTANTS	
3903 Attorney Professional Services Legal	13,235.20
3905 Legal Reimbursements	777.08
3907 Grant Management & Acquisition	7,000.00
3909 IT Reimbursements	1,963.00
Total 3900 PROFESSIONAL FEES / CONSULTANTS	22,975.28
4000 OFFICE / GENERAL OPERATIONS	
4002 Office Equipment Leases	561.99
4003 Office Expenses	83.29
4006 Subscriptions & Software	1,575.24
4007 Uniform Expenses	407.13
4008 Website & Hosting Expenses	249.00
4025 Recruitment Expense	145.00
4028 Postage & Shipping	73.00
Total 4000 OFFICE / GENERAL OPERATIONS	3,094.65

Crescent City Harbor District

Profit and Loss

October 2024

	TOTAL
5000 PAYROLL EXPENDITURES	
5001 Payroll Expenses	118,865.13
5002 Payroll Benefits	16,928.84
5003 Health Benefits	11,501.53
Total 5000 PAYROLL EXPENDITURES	147,295.50
5100 REPAIRS / MAINTENANCE	
5104 Repairs General	2,189.78
Total 5100 REPAIRS / MAINTENANCE	2,189.78
5200 SUPPLIES, MATERIALS & FUEL	
5201 Maintenance Supplies / Materials	5,566.66
5202 Operations Supplies / Materials	1,017.38
5203 Fuel Maintenance	264.68
Total 5200 SUPPLIES, MATERIALS & FUEL	6,848.72
5500 UTILITIES	
5501 Electricity	3,451.68
5502 Propane	860.76
5503 Telephone	871.57
5504 Water & Sewer Service	3,013.07
5505 Trash & Recycle	2,590.36
5506 WI-FI / Internet Services	715.83
Total 5500 UTILITIES	11,503.27
Stripe fees	39.94
Total Expenses	\$233,105.15
NET OPERATING INCOME	\$ (93,205.85)
Other Income	
5700 GRANTS RECEIVED	
5701 CCHD Admin In-Direct Costs	61,166.68
5701A Coastal Citizen's Dock Planning In-Direct	20,138.75
Total 5701 CCHD Admin In-Direct Costs	81,305.43
Total 5700 GRANTS RECEIVED	81,305.43
5800 INTEREST INCOME	11,539.98
6000 TAX PROCEEDS	
6001 Property Tax	9,853.28
6002 TOT Proceeds	260,302.84
Total 6000 TAX PROCEEDS	270,156.12
Total Other Income	\$363,001.53

Crescent City Harbor District

Profit and Loss

October 2024

	TOTAL
Other Expenses	
6100 GRANT EXPENSES - NON-OPERATING	
6101 Grant & Project Management	
6101B CSS HMPG	1,000.00
Total 6101 Grant & Project Management	1,000.00
6104 Citizens Dock Design Coastal	198.75
6106 FEMA HMGP South Beach Planning	142,784.34
6108 Seawall Design & Build PIDP MAARAD	83,263.11
Total 6100 GRANT EXPENSES - NON-OPERATING	227,246.20
Total Other Expenses	\$227,246.20
NET OTHER INCOME	\$135,755.33
NET INCOME	\$42,549.48

Crescent City Harbor District

Balance Sheet

As of September 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 CASH AND INVESTMENTS	0.00
1001 Bayside Checking #1766	320.00
1003 CCHD Checking #4766	127,953.06
1004 CCHD Savings #4774	5,021.29
1005 LAIF Reserve	763,531.36
1006 RHV Checking #0707	500.00
1008 QB Payment Clearing Account	10,363.81
Total 1000 CASH AND INVESTMENTS	907,689.52
Stripe (required for Synder)	164.72
Total Bank Accounts	\$907,854.24
Accounts Receivable	
1100 ACCOUNTS RECEIVABLE	233,653.78
1102 Tax Proceeds Receivable	0.00
Total 1100 ACCOUNTS RECEIVABLE	233,653.78
Total Accounts Receivable	\$233,653.78
Other Current Assets	
1200 OTHER CURRENT ASSETS	
1201 Commercial Lease Receivables	1,840,482.00
1202 Deferred Pension Contributions	389,539.00
1205 Withholding Receivable	3,750.00
1206 PrePaid Expenses	30,736.78
1207 Prepaid Insurance	0.00
1208 Loans to Employees / Payroll Advances	6,000.00
1211 Lemus REC Receivables	(98,214.86)
1203 Solar Licensing Agreement REC	234,607.37
1212 Lemus / REC RV Parks	100,000.00
Total 1211 Lemus REC Receivables	236,392.51
1213 Maples Settlement	0.00
Total 1200 OTHER CURRENT ASSETS	2,506,900.29
1250 UNDEPOSITED FUNDS	
1300 INVENTORY	11,931.40
1301 Gift Shop Purchases	11,447.64
1302 Inventory Asset	4,734.21
Total 1300 INVENTORY	16,181.85
Total Other Current Assets	\$2,535,013.54
Total Current Assets	\$3,676,521.56

Crescent City Harbor District

Balance Sheet

As of September 30, 2024

	TOTAL
Fixed Assets	
1490 Land Cost	465,511.00
1500 Depreciable Assets	
1510 Machinery / Equipment	357,501.00
1520 Vehicles	15,217.00
1530 Buildings and Improvements	4,606,514.00
1540 Marina, Wharves, and Docks	61,733,331.00
1550 Leased Vehicle	147,394.74
1560 Sewer Lift Station	33,655.00
1570 Streets, Roads and Parks	707,691.00
Total 1500 Depreciable Assets	67,601,303.74
1580 Accumulated Depreciation	(44,435,321.55)
Total Fixed Assets	\$23,631,493.19
Other Assets	
NON-CURRENT ASSETS	
1552 Depreciable Capital Assets	0.00
Total NON-CURRENT ASSETS	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$27,308,014.75
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1600 ACCOUNTS PAYABLE (A/P)	224,594.94
Total Accounts Payable	\$224,594.94
Credit Cards	
1700 CREDIT CARD ACCOUNTS	
1701 Home Depot	76.06
1702 USBank	5,878.31
Total 1700 CREDIT CARD ACCOUNTS	5,954.37
Total Credit Cards	\$5,954.37
Other Current Liabilities	
1900 PAYROLL LIABILITIES	
1903 Garnishments	(2,553.12)
1904 Pension Defer Cash In-flows	200,815.00
1906 Accrued Payroll Liabilities	49,474.04
1907 Compensated Absences	106,595.00

Crescent City Harbor District

Balance Sheet

As of September 30, 2024

	TOTAL
Total 1900 PAYROLL LIABILITIES	354,330.92
2000 CURRENT LIABILITIES	
2001 Customer Deposits & PrePayments	30,953.51
2002 Interest Payable	138,641.00
2003 Current USDA Long Term Debt	190,176.00
2004 Current Auto Lease Liability	107,323.00
2005 Valid Credit Due Customer	0.00
Total 2000 CURRENT LIABILITIES	467,093.51
2006 Accrued Expenses	1,600.00
CDTFA PAYABLE	142.43
1800 CDTFA / TOT SALES TAX DUE	0.00
1801 CDTFA Sales Tax	247.44
1802 TOT	169.83
Total 1800 CDTFA / TOT SALES TAX DUE	417.27
Out Of Scope Agency Payable	0.00
Total CDTFA PAYABLE	559.70
Total Other Current Liabilities	\$823,584.13
Total Current Liabilities	\$1,054,133.44
Long-Term Liabilities	
2100 LONG TERM DEBT	0.00
2101 Dwelley / Frazier Note Bayside RV Park	(41,146.50)
2102 USDA Loan	5,131,717.54
2103 Lease Liability	1,840,482.00
2104 Net Pension Liability	895,041.00
2105 Fashion Blacksmith Payable	1,257,018.10
2110 Fashion Blacksmith Settlement Payable	2,600,000.00
Total 2100 LONG TERM DEBT	11,683,112.14
Total Long-Term Liabilities	\$11,683,112.14
Total Liabilities	\$12,737,245.58
Equity	
2200 EQUITY	
2201 Adjustments JEs Per Audit	(2,520.97)
2202 Adjustments to Actual Pending Audit	335,239.36
Total 2200 EQUITY	332,718.39
2300 RETAINED EARNINGS	(12,760,615.25)
2350 OPENING BALANCE EQUITY	27,208,230.37
Net Income	(209,564.34)
Total Equity	\$14,570,769.17
TOTAL LIABILITIES AND EQUITY	\$27,308,014.75

Crescent City Harbor District

Balance Sheet

As of October 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 CASH AND INVESTMENTS	0.00
1001 Bayside Checking #1766	290.00
1003 CCHD Checking #4766	128,794.84
1004 CCHD Savings #4774	5,021.29
1005 LAIF Reserve	812,071.34
1006 RHV Checking #0707	500.00
1008 QB Payment Clearing Account	10,885.09
Total 1000 CASH AND INVESTMENTS	957,562.56
Stripe (required for Synder)	66.46
Total Bank Accounts	\$957,629.02
Accounts Receivable	
1100 ACCOUNTS RECEIVABLE	316,163.19
1102 Tax Proceeds Receivable	0.00
Total 1100 ACCOUNTS RECEIVABLE	316,163.19
Total Accounts Receivable	\$316,163.19
Other Current Assets	
1200 OTHER CURRENT ASSETS	
1201 Commercial Lease Receivables	1,840,482.00
1202 Deferred Pension Contributions	389,539.00
1205 Withholding Receivable	3,750.00
1206 PrePaid Expenses	30,736.78
1207 Prepaid Insurance	0.00
1208 Loans to Employees / Payroll Advances	6,000.00
1211 Lemus REC Receivables	(98,214.86)
1203 Solar Licensing Agreement REC	234,607.37
1212 Lemus / REC RV Parks	100,000.00
Total 1211 Lemus REC Receivables	236,392.51
1213 Maples Settlement	0.00
Total 1200 OTHER CURRENT ASSETS	2,506,900.29
1250 UNDEPOSITED FUNDS	3,812.94
1300 INVENTORY	
1301 Gift Shop Purchases	11,447.64
1302 Inventory Asset	4,734.21
Total 1300 INVENTORY	16,181.85
Total Other Current Assets	\$2,526,895.08
Total Current Assets	\$3,800,687.29

Crescent City Harbor District

Balance Sheet

As of October 31, 2024

	TOTAL
Fixed Assets	
1490 Land Cost	465,511.00
1500 Depreciable Assets	
1510 Machinery / Equipment	357,501.00
1520 Vehicles	15,217.00
1530 Buildings and Improvements	4,606,514.00
1540 Marina, Wharves, and Docks	61,733,331.00
1550 Leased Vehicle	147,394.74
1560 Sewer Lift Station	33,655.00
1570 Streets, Roads and Parks	707,691.00
Total 1500 Depreciable Assets	67,601,303.74
1580 Accumulated Depreciation	(44,435,321.55)
Total Fixed Assets	\$23,631,493.19
Other Assets	
NON-CURRENT ASSETS	
1552 Depreciable Capital Assets	0.00
Total NON-CURRENT ASSETS	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$27,432,180.48
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LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1600 ACCOUNTS PAYABLE (A/P)	313,258.86
Total Accounts Payable	\$313,258.86
Credit Cards	
1700 CREDIT CARD ACCOUNTS	
1701 Home Depot	382.32
1702 USBank	7,844.42
Total 1700 CREDIT CARD ACCOUNTS	8,226.74
Total Credit Cards	\$8,226.74
Other Current Liabilities	
1900 PAYROLL LIABILITIES	
1903 Garnishments	(3,068.80)
1904 Pension Defer Cash In-flows	200,815.00
1906 Accrued Payroll Liabilities	49,474.04
1907 Compensated Absences	106,595.00

Crescent City Harbor District

Balance Sheet

As of October 31, 2024

	TOTAL
Total 1900 PAYROLL LIABILITIES	353,815.24
2000 CURRENT LIABILITIES	
2001 Customer Deposits & PrePayments	30,953.51
2002 Interest Payable	138,641.00
2003 Current USDA Long Term Debt	190,176.00
2004 Current Auto Lease Liability	107,323.00
2005 Valid Credit Due Customer	0.00
Total 2000 CURRENT LIABILITIES	467,093.51
2006 Accrued Expenses	1,600.00
CDTFA PAYABLE	161.54
1800 CDTFA / TOT SALES TAX DUE	0.00
1801 CDTFA Sales Tax	247.44
1802 TOT	(272.64)
Total 1800 CDTFA / TOT SALES TAX DUE	(25.20)
Out Of Scope Agency Payable	0.00
Total CDTFA PAYABLE	136.34
Total Other Current Liabilities	\$822,645.09
Total Current Liabilities	\$1,144,130.69
Long-Term Liabilities	
2100 LONG TERM DEBT	0.00
2101 Dwelley / Frazier Note Bayside RV Park	(49,527.50)
2102 USDA Loan	5,131,717.54
2103 Lease Liability	1,840,482.00
2104 Net Pension Liability	895,041.00
2105 Fashion Blacksmith Payable	1,257,018.10
2110 Fashion Blacksmith Settlement Payable	2,600,000.00
Total 2100 LONG TERM DEBT	11,674,731.14
Total Long-Term Liabilities	\$11,674,731.14
Total Liabilities	\$12,818,861.83
Equity	
2200 EQUITY	
2201 Adjustments JEs Per Audit	(2,520.97)
2202 Adjustments to Actual Pending Audit	335,239.36
Total 2200 EQUITY	332,718.39
2300 RETAINED EARNINGS	(12,760,615.25)
2350 OPENING BALANCE EQUITY	27,208,230.37
Net Income	(167,014.86)
Total Equity	\$14,613,318.65
TOTAL LIABILITIES AND EQUITY	\$27,432,180.48



5. Communications and Reports

d. CEO/Harbormaster Report

Public Comment?



5. Communications and Reports

e. Harbor Commissioner & Ad Hoc Committee Reports

(1) Commissioner Gerhard Weber

(2) Commissioner Wes White

(3) Commissioner Brian Stone

(4) Secretary Rick Shepherd

(5) President Harry Adams

Public Comment?

6. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Tuesday, December 3, 2024**, at 2 p.m. PDT. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to person with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.*

