

Board of Harbor Commissioners

Crescent City Harbor District

August 6, 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, August 6, 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#

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 July 16, 2024 Regular CCHD Board Meeting.**

3. New Business

- a. Consider and Vote to Approve a “Kites for Kids” Festival to Be Held on August 31, 2024 along South Beach, with Event Fees Waived.**
- b. Presentation from Moffatt & Nichol on the Status of Infrastructure Projects.**
- c. Presentation from Community Systems Solutions (CSS) on a Draft Strategic Development Plan Identifying Areas for Development and Types of Development that will be Encouraged in the Harbor.**
- d. Consider and Vote to Approve Real Estate Development and Project Management Proposal from CREDE (Commercial Real Estate Development Enterprises).**
- e. Consider and Vote to Approve Amendment to a Lease with Port O’ Pints Brewing Company LLC, to Expand the Leased Premises.**
- f. Acknowledge 2023/2024 Report of the Del Norte County Civil Grand Jury.**
- g. Appoint Ad Hoc Committee to Consider Amendments to Commission Bylaws.**
- h. Consider and Approve a Resolution to Withdraw from the Tri-Agency Economic Development Authority and Authorize the Harbormaster to Execute a Dissolution Agreement**

4. Old Business

- a. Discuss Measures to Address Problems from Fireworks Within the Harbor District.**
- b. Orally Report Compensation and Consider and Approve Amendment to Harbormaster Employment Agreement; and Consider and Approve Performance Incentive Payment Pursuant to Section 4 of Employment Agreement with the CEO/Harbormaster.**

5. Communications and Reports

- a. Dredge Update**
- b. Revenue Generation Progress Report**
- c. Financial Status Update**
- 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, August 20, 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 July 16, 2024 Regular Meeting.**

Public Comment?

Regular Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	July 16, 2024 2:00 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Regular Session, Tuesday, July 16, 2024, at 2:00 P.M.

CALL TO ORDER: **2:00 PM**

ROLL CALL:

<i>PRESENT:</i>	<i>President</i>	HARRY ADAMS
	<i>Secretary</i>	RICK SHEPHERD
	<i>Commissioner</i>	GERHARD WEBER
	<i>Commissioner</i>	BRIAN STONE
	<i>Commissioner</i>	WES WHITE

ABSENT: None

Following the roll call, the Board immediately adjourned to closed session:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Gov. Code §54956.9(d)(2))
Number of Cases: 1

Upon reconvening back to open session, President Adams reported that there was nothing required to be publicly disclosed from the closed session proceedings.

1) Public Comment

Commissioner Stone addressed the public to express empathy for a child injured during a fireworks explosion on July 4th. He shared a personal story about his own daughter, who was born with a heart defect and underwent surgery at 18 months old. Commissioner Stone urged the community to offer prayers and support for the child and the family affected by the tragedy, hoping for a quick recovery.

2) Grants Update

The Board received several updates of ongoing and pending grant applications from the harbor's contracted grant writer, Aislene Delane from Community Systems Solutions, LLC. The grants update first focused on the Port Infrastructure Development Program (PIDP). The harbor had received a PIDP grant awarded by the U.S. Maritime Administration during the 2022 federal grant cycle, along with a companion grant from the California Coastal Conservancy. The latest update focused on a geotechnical study scheduled for late July. The findings of the study would inform the continued design and environmental reviews of a Citizens Dock rebuild.

Ms. Delane then discussed the California Coastal Conservancy grant for the South Beach bathroom, noting that Moffatt and Nichol had been hired to secure the necessary permits. For the Harbor Mitigation Grant Program (HMGP), an RFP was being prepared for a level one environmental study on the former Fashion Blacksmith property. Next, Ms. Delane briefly discussed a draft harbor strategic plan that would be presented at the next board meeting in August.

Commissioner Shepherd inquired whether the South Beach bathroom project would be completed by spring 2025. Ms. Delane responded that it was possible but not certain, explaining that once the permitting process was finalized, the project would move on to pouring a concrete slab to form the restroom building's foundation. With that completed, a prefabricated restroom could be delivered by the vendor who won the contract, the Public Restroom Company (PRC).

Commissioner White asked if the environmental study for the Fashion Blacksmith property would go out to bid, to which Ms. Delane confirmed that it would. She concluded her presentation by noting that the Del Norte and Tribal Lands (DNATL) Food Council was working with the Coastal Commission to obtain permits for the siting of a fillet station trailer.

3) Consent Calendar

3A) Approve Meeting Minutes of the June 4, 2024 Regular CCHD Board Meeting.

The Board considered the meeting minutes from its June 4, 2024 regular meeting. President Adams explained that he would abstain from approving the minutes because he did not attend the meeting. The other Commissioners did not request any changes, and no members of the public commented. Commissioner White **moved** to approve the minutes, and Commissioner Stone **seconded** the motion.

POLLED VOTE was called, **MOTION CARRIED**

AYES: STONE, WEBER, WHITE, SHEPHERD // **NAYS:** NONE

ABSENT: NONE // **ABSTAIN:** ADAMS

4) New Business

4A) Consider and Vote on Incentive Pay Pursuant to Employment Contract with the CEO/Harbormaster.

Before any discussion commenced, President Adams immediately continued the agenda item for consideration at a future meeting.

4B) Consider Directing Staff to Draft an Ordinance Banning the Use, Sale, and Possession of Fireworks Within the Harbor District.

The Board then moved on to the next agenda item to consider directing staff to draft an ordinance banning the use, sale, and possession of fireworks within the Harbor District. President Adams began by explaining how the Fourth of July used to be his favorite holiday. Nonetheless, he felt that over the years, public order and decency had deteriorated, with the festivities straying from their family-friendly roots. Recently, the destruction caused by fireworks had become intolerable, with disposal bins catching fire multiple times, risking boats and other valuable harbor property catching fire. Large areas had been left covered in trash, littered with multiple abandoned and severely vandalized cars, and a layer of ash residue lingered everywhere. President Adams emphasized the need to stop looking the other way and to take decisive action to address the problem. Given the increasing severity of the issue every year, he stressed the urgency of implementing a complete ban without further delay.

Commissioner Stone expressed his dismay over the problems caused from fireworks, noting that Del Norte County did not have an ordinance regulating fireworks. He highlighted that the issue extended beyond fireworks, to include out of control alcohol consumption and unregulated parking, creating a complex problem. He suggested that the Board needed to consider amending its bylaws, incorporating staff input, and researching what other communities had done. Commissioner Stone proposed a number of changes, including potentially restricting alcohol on the premises during the Fourth of July, regulating parking more comprehensively, and possibly charging fees for designated parking areas. Overall, he urged a thoughtful and deliberative approach to finding solutions, rather than quick knee-jerk reactions that wouldn't actually solve problems. Commissioner Stone emphasized the need for comprehensive planning and collaboration with neighboring agencies to tackle the problem effectively.

Commissioner White objected to making changes to the Board's bylaws. He suggested that the bylaws were intended to be a more general foundational document, and therefore it wasn't an appropriate mechanism to regulate specific issues such as fireworks. Instead, he suggested passing an ordinance. Commissioner Weber emphasized that rigorous enforcement would be the key.

Justin Hanks, a Lieutenant with the Harbor Patrol, recounted how things had changed over the course of his thirteen years working for the Harbor. He spoke about his efforts to manage the chaos during the Fourth of July celebrations. He highlighted the significant challenges he faced working to keep the situation under control. Lt. Hanks advised against a complete ban on fireworks, suggesting that some types of fireworks were relatively harmless, but that other more powerful and already illegal fireworks should be the focus of enforcement efforts.

Lt. Hanks then attempted to illustrate the magnitude of the problem by describing visitors arriving in U-Hauls filled to the brim with tens of thousands of dollars of illegal fireworks. He also brought up the issue of organized fight rings on the beach, specifically mentioning a local organizer who had been running these events for about four years without permission or permits. These fights often spilled over into the adjacent parking areas, causing vandalism and other disturbances. Lt. Hanks then discussed the well-known mass casualty incident that severely injured a toddler, describing the specific location of the incident as approximately 600 yards down the beach from Anchor Way, between the high-water mark and Highway 101.

When it came to recovering from the aftermath, Lt. Hanks highlighted the contributions of local groups like the Smith River Alliance, who had consistently helped to clean up the beach after the Fourth of July for many years. Overall, Lt. Hanks called for more resources, better enforcement, and stronger community involvement to address the recurring issues and ensure safety and order within the Harbor.

During the public comment period, Linda Sutter presented a picture of a sign from Enderts Beach Road as an example of what she wanted to be implemented in the Harbor District to discourage illegal activity. She expressed deep sorrow over the Fourth of July mass casualty incident, which resulted in serious injuries to thirteen people in addition to the widely-publicized three-year-old child. Ms. Sutter criticized the lack of action from law enforcement, recounting how she had urged the Sheriff to enforce bans on overnight parking and camping. She called for the reinstatement of the Sheriff's reserves program, which she argued had previously been effective in ensuring public safety during large events.

Also during the public comment period, Sandy Moreno noted that the mild coastal weather had attracted a larger than usual Fourth of July turnout from heat-stricken inland areas. Ms. Moreno suggested that enforcement should begin a week before the event, as the initial influx of visitors, who often cause the most trouble, could be deterred early. She emphasized the importance of early and clear communication, suggesting that law enforcement agencies should advertise strict enforcement ahead of time. Nonetheless, Ms. Moreno also pointed out the challenges faced by law enforcement due to the sheer number of people who attended Fourth of July festivities. Finally, she expressed her support for an ordinance banning the use, sale, and possession of fireworks within the Harbor District.

Roger Gitlin emphasized the need to consider existing state laws that already made aerial fireworks illegal before creating new ordinances. He advised against acting individually and urged the Harbor District to work collaboratively with other local agencies, such as the city, county, and state parks, to form a united front. Mr. Gitlin also provided an update on the condition of the young toddler who was seriously injured, noting that he was in grave condition with infections throughout his body from the initial burns and other trauma.

Ultimately, the Board expressed consensus that harbor staff needed to work on drafting an ordinance banning fireworks within the Harbor District and to work with other local agencies to ensure effective enforcement. The need for a coordinated effort to address the issue comprehensively was emphasized, with the aim of creating a safer and cleaner harbor environment for all residents and visitors.

5) Communications and Reports

5A) Dredge Update

Assistant Harbormaster Mike Rademaker described how the City of Crescent City had received approval to remove 1,500 cubic yards of the Harbor's dredge spoils for use in the city's roadway islands on Front Street. Approximately one-third of the material had been removed so far. Additionally, the Harbor had begun the permitting process for a significantly larger quantity of dredge material that could be transferred to the city's Front Street Park Project. The project was anticipated to require soil by the spring or summer of 2025.

Mr. Rademaker then discussed a productive meeting led by CEO/Harbormaster Tim Petrick, with representatives from the California Department of Fish and Wildlife, California EPA,

USACE, North Coast Regional Water Board, and the California Coastal Commission to discuss a comprehensive dredge material management plan for the Harbor. The engineering firm Moffatt and Nichol had been engaged to assist in developing the plan. One of the goals was to permit a near-shore disposal site so that transportation costs could be reduced.

5B) Revenue Generation Progress Report

It was reported that CEO/Harbormaster Tim Petrick and Assistant Harbormaster Mike Rademaker had met with Lynnette Braillard from Lulish Marketing and Arielle de Garcia from Orchid Marketing to discuss harbor development and marketing for Bayside RV Park and Redwood Harbor Village RV Park. They initiated a short-term contract with Orchid Marketing for \$700 to increase visibility and reservations, including promotion of a new website and "Beat the Heat" campaigns. This led to a substantial increase in reservations, from an average of 5 per week to an additional 50 per week, generating approximately \$10,000 in new revenue during the July 4th holiday week.

CEO/Harbormaster Petrick had a productive meeting with Steve Opp, from the firm Commercial Real Estate Development Enterprises (CREDE), who was expected to provide a proposal to help with harbor development. CREDE contracts for comprehensive development support, including creating plans, financial layouts, and marketing strategies.

Additionally, Commissioner White and CEO/Harbormaster Petrick met with Brian Sabina and Johnathan Kennedy from Clean Energy Terminals (CET), who expressed interest in CCHD as an operations and maintenance port for Offshore Wind Support. CET was evaluating opportunities and challenges to determine an optimal investment level.

Miscellaneous meetings included courting local investors for projects like Spotty's Car Wash and the old Sheriff's building, and negotiating an amendment to the Port O' Pints lease to expand the leased area and to include percentage rent for food trucks.

The USACE had been preparing for dredging operations in the fall that would screen out rocks over 4 inches. Clean rock, which is valuable, would be accepted by the harbor, pending NCRWB approval, for storage and future sale or use. It was also reported that harbor staff had been working on an updated Strategic Plan with assistance from the firm Community System Solutions, based on the Harbor's 2018 Strategic Plan.

Commissioner Stone emphasized the importance of revisiting and amending the Board's bylaws. He expressed a desire to reinstate certain authorities previously granted to the Board that could help with revenue generation. He highlighted the need to evaluate the CEO/Harbormaster's authority regarding contracts and financial decisions, indicating his dissatisfaction with the current arrangement.

Commissioner Weber supported the need to review and update the Board's bylaws. He acknowledged the ongoing tension between the executive branch, which was tasked with handling day-to-day operations, and the Board of Commissioners that oversees the Harbor's strategic direction. He stressed the importance of defining roles clearly in the Board's bylaws. Commissioner Weber also emphasized the need for mechanisms to control management without resorting to extreme measures such as firing, advocating for authority that provided intermediate disciplinary measures.

5C) Financial Status Update

David Negus introduced himself as the new Director of Finance. He described his background operating his own business, which involved consulting for the U.S. government and other governments around the world, including forensic financial investigations and internal audits. He also described working as a controller in various operations. Mr. Negus emphasized his commitment to transparency and detail. He aimed to provide clear and accurate financial information.

Mr. Negus then presented an analysis of the Harbor's cash situation, providing a detailed look into accounts receivable and accounts payable. He mentioned that some accounts receivable dated back ten years, and he planned to take action to write off non-recoverable receivables. Similarly, he was working on clearing out long-standing payables.

Mr. Negus described working on improving internal controls and ensuring financial operations were transparent and well-documented. He also described collaborating closely with the Harbor office team, including Kristina, Janice, and Gavin, to enhance their skills and streamline processes. Mr. Negus aimed to generate financial reports directly from the Harbor's QuickBooks software without repackaging or editing the data. He was opposed to coloring the data to fit a predefined narrative. He expressed a commitment to providing better accuracy and transparency.

Sandy Moreno raised concerns about reverting to old Harbor practices that could lead to cash being mishandled and possibly stolen by employees. She emphasized the importance of internal controls and suggested that regular financial reports, such as a profit and loss statement, balance sheet, and cash flow report, would provide necessary oversight. She highlighted that these reports would allow for clear visibility of debt and cash flow, ensuring transparency and accountability.

Assistant Harbormaster Mike Rademaker responded by reassuring her that a wide variety of internal controls were in place to prevent theft. As an example, he explained that Harbor Patrol Officers conducted daily checks of the RV parks and docks, using a financial transaction ledger app on their phones to verify payments. Existing Harbor procedures ensured that any RV not recorded in the system would be investigated, adding multiple layers of oversight to prevent internal theft.

5D) Harbor Commissioner and Ad Hoc Committee Reports

Commissioner Stone requested adding a discussion to the next Board meeting on August 6th that would focus on amendments to the Board Bylaws. Commissioner Weber discussed a recent meeting concerning the Harbor's public website, mentioning that he and Commissioner Stone suggested further improvements for Harbor staff to implement. Commissioner Weber was pleased with recent website changes that allowed customers to make payments online. He stressed the importance of transparency by posting all official financial reports on the website as soon as possible. He also noted the need for a functional website, free of outdated content.

President Adams reported on several meetings, including meetings with developers, the nonprofit group Friends of the Harbor, and the Redwood Parks Conservancy. He discussed efforts to organize events, such as a longboard surf contest in September, and securing food vendors for the event. President Adams also described a meeting with the executive director of the California

Division of Boating and Waterways (DBW), who toured the harbor and discussed potential financial assistance from DBW to help remove derelict boats.

ADJOURNMENT TO THE BOARD OF HARBOR COMMISSIONERS NEXT REGULAR MEETING SCHEDULED FOR TUESDAY AUGUST 6, 2024, AT 2 P.M., VIA ZOOM WEB CONFERENCE AND IN-PERSON AT THE MAIN HARBOR OFFICE, LOCATED AT 101 CITIZENS DOCK ROAD.

Approved this ____ day of _____, 2024.

Harry Adams, President

Rick Shepherd, Secretary



3. New Business

- a. Consider and Vote to Approve a “Kites for Kids” Festival to Be Held on August 31, 2024 along South Beach, with Event Fees Waived.**

Del Norte Realtor Patricia Swift proposes a "Kites for Kids" Fundraiser, designed to bring awareness and support to the "Kicks for Kids" program by hosting an annual kite festival at South Beach. The festival is proposed to take place on Saturday, August 31, 2024, featuring music, food vendors, and merchants for attendees to enjoy. Donations will be requested in exchange for a kite to fly, supporting a program which provides shoes and socks for 50 children in need within the local school district. It is proposed that the Harbor collect 6% of gross receipts from vendors, but that the event fee be waived in consideration of the non-profit status of the Kicks for Kids program.

Public Comment?



3. New Business

- b. Presentation from Moffatt & Nichol on the Status of Infrastructure Projects.**

Public Comment?

CCHD Infrastructure Projects M&N Progress Update

8/6/2024

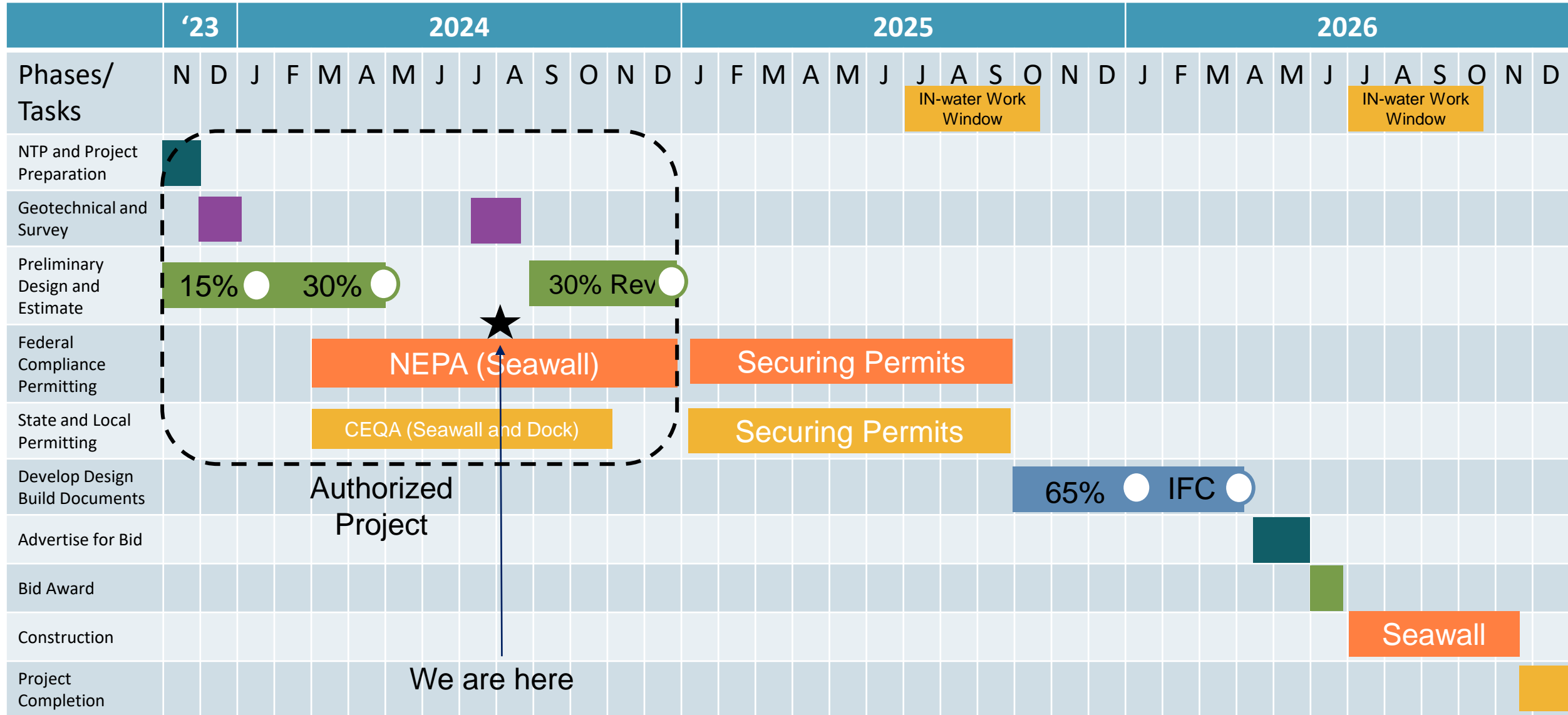


moffatt & nichol

M&N Active/Ongoing Projects

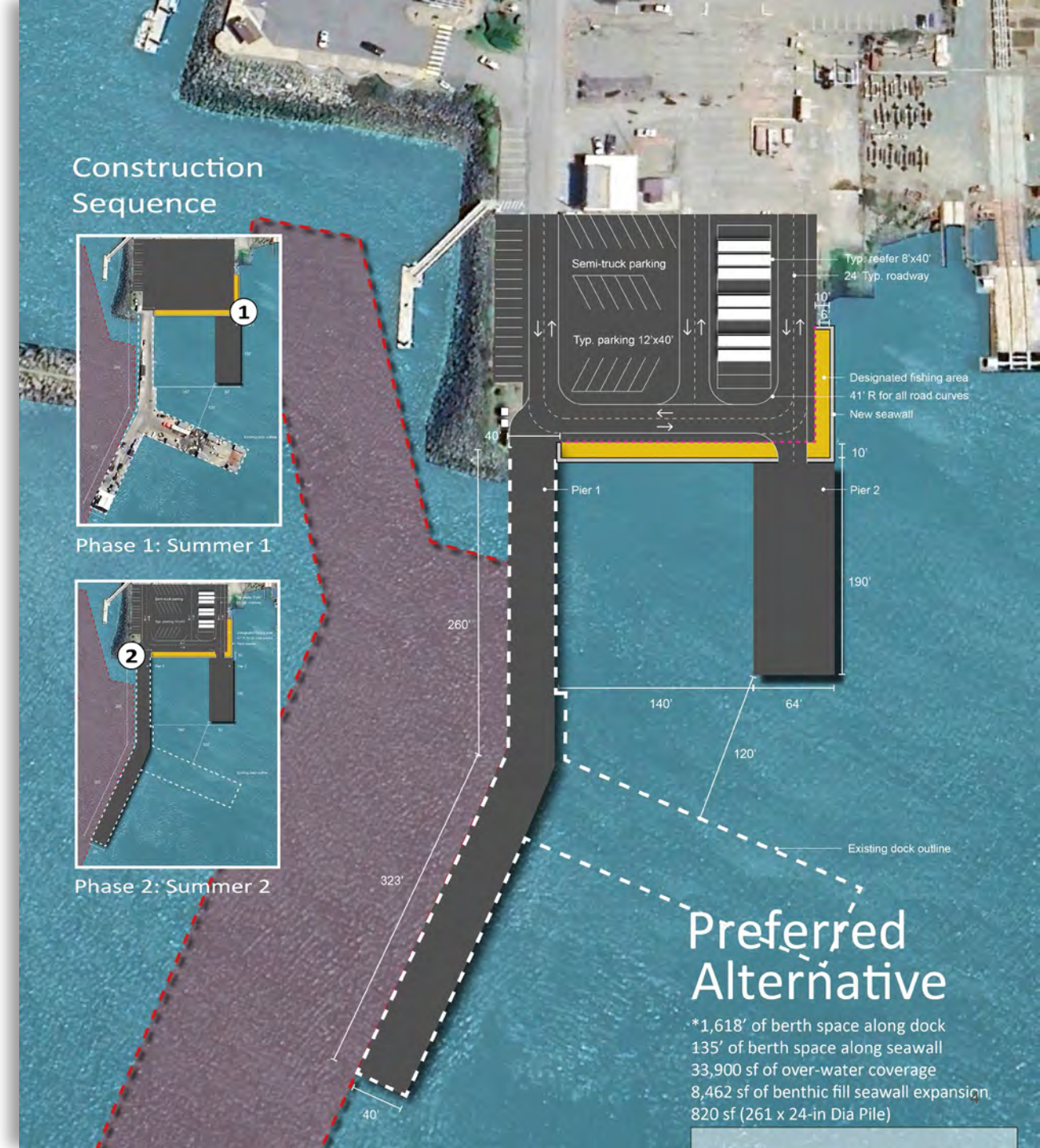
- › Seawall and Citizens Dock Replacement NEPA/CEQA
- › South Beach Restroom Permitting
- › Beneficial Reuse of Dredge Material
- › Outer Basin Vertical Breakwater
- › FEMA Cost Estimation

Seawall and Citizens Dock NEPA/CEQA



Seawall and Citizens Dock Replacement

- › February 21, 2024: Phone Interviews with stakeholders
- › March 19, 2024: Open house and engagement with stakeholders (11 alternatives shared)
- › **March 19, 2024: Preferred Alternative Identified in collaboration with stakeholders**
- › April 10, 2024: Preferred alternative shared with environmental agencies



Geotechnical Phase I

- › Draft Geotech report submitted on January 15, 2024
- › Final Geotech report submitted on March 26, 2024
- › Phase I work was based on review of existing studies

Phase I Preliminary Geotechnical Engineering Report

Seawall and Citizens' Dock
Crescent City, California

for
Moffatt & Nichol

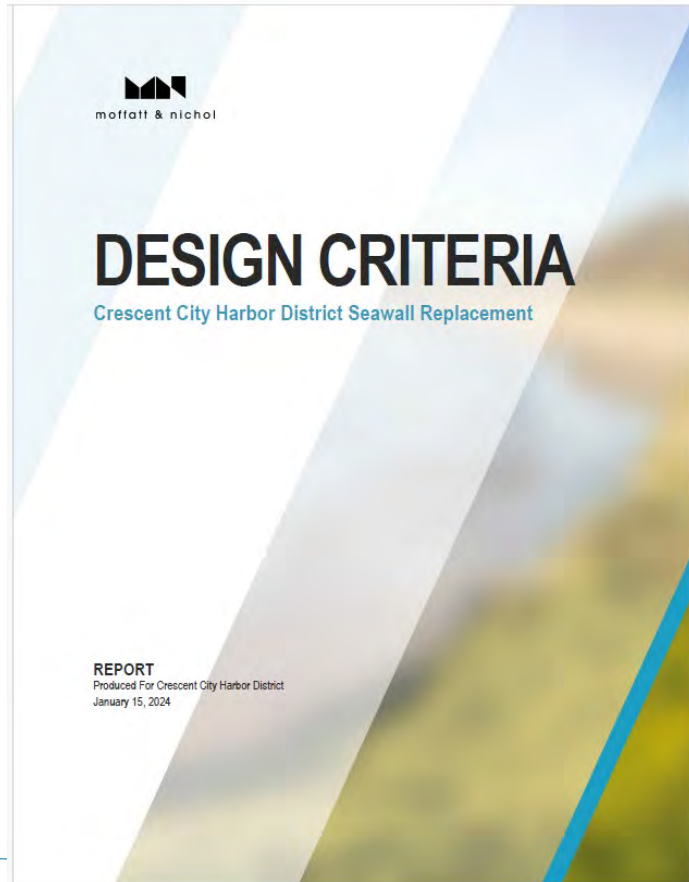
March 26, 2024



GEOENGINEERS
Earth Science + Technology

Seawall Engineering Design

- › 15% Design Package Delivered on January 15, 2024
- › 30% Design Package Delivered on April 19, 2024



CRESCENT CITY HARBOR DISTRICT CITIZENS DOCK SEAWALL REPLACEMENT

CONTRACT NO: XXXXXXXX

STRUCTURAL ENGINEER:
MOFFATT & NICHOL
2185 N CALIFORNIA BOULEVARD, SUITE 500
WALNUT CREEK, CA 94596

CIVIL ENGINEER / SURVEYOR:
SHN ENGINEERS AND GEOLOGISTS, INC.
812 W. WABASH AVE
EUREKA, CA 95501

GEO TECHNICAL ENGINEER:
GEOTECHNICALS, INC.
17425 NE UNION HILL ROAD, SUITE 250
REDMOND, WA 98052

LOCATION PLAN
SCALE: NTS

INDEX NO.	SHEET NO.	SHEET TITLE
1	D-001	COVER SHEET, DRAWING INDEX AND LOCATION PLAN
2	D-002	GENERAL NOTES
3	D-003	CODE COMPLIANCE NOTES
4	D-004	STRUCTURAL SPECIAL INSPECTION REQUIREMENTS & DETAILS
5	D-005	REFERENTIALS, LEGENDS, AND SYMBOLS
6	D-006	OVERALL PLAN, CONSTRUCTION ACCESS, AND LAYDOWN AREA
7	D-101	EXISTING CONDITIONS SITE PLAN
8	D-102	DEMOLITION SITE PLAN
9	D-103	BULKHEAD LAYOUT
10	D-301	PIER TYPICAL SECTION

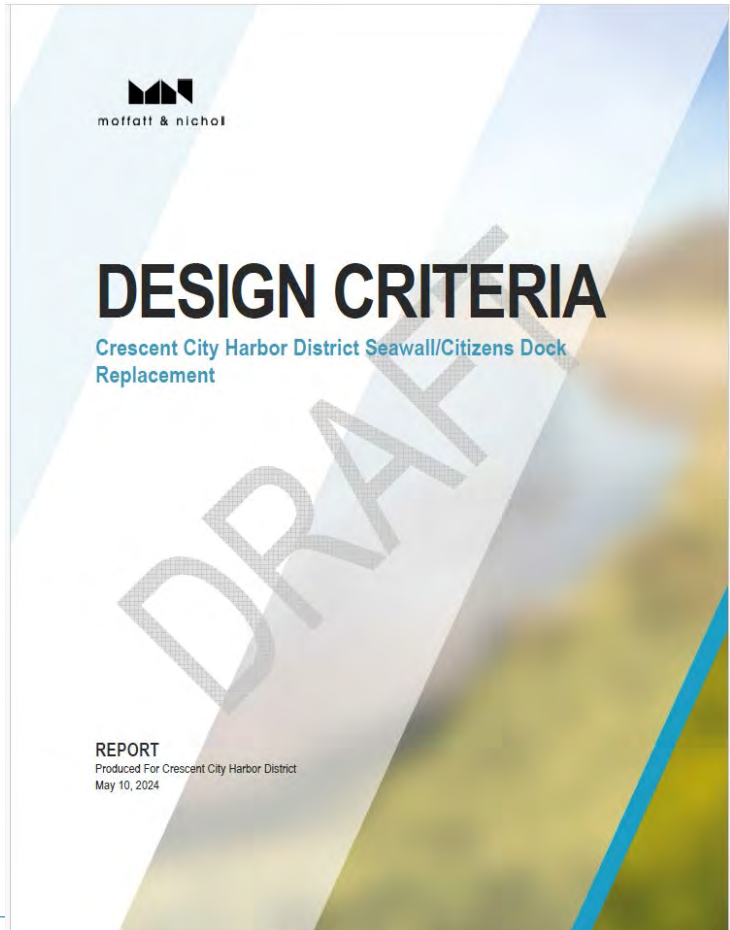
VICINITY MAP
SCALE: NTS

FOR 15% SUBMITTAL
ISSUED: JANUARY 15, 2023
NOT TO BE USED FOR CONSTRUCTION

Sheet Reference No. **G-001**
INDEX 1 OF 10

Citizens Dock Engineering Design

› 15% Design Package Delivered on May 10, 2024



CRESCENT CITY HARBOR DISTRICT CITIZENS DOCK PIER REPLACEMENT

CONTRACT NO: XXXXXXXX

STRUCTURAL ENGINEER:
MOFFATT & NICHOL
4225 E. DONAHUE ST.
LONG BEACH, CA 90808

CIVIL ENGINEER / SURVEYOR:
SHI ENGINEERS AND GEOLOGISTS, INC
812 W. WABASH AVE
EUREKA, CA 95501

GEOTECHNICAL ENGINEER:
GEOTECHNICALS, INC
17425 NE LINCOLN HILL ROAD, SUITE 250
REDMOND, WA 98052

VICINITY MAP
SCALE: 1"=1M

INDEX NO.	SHEET NO.	SHEET TITLE
1	S-001	COVER SHEET, DRAWING INDEX, AND LOCATION PLAN
2	S-002	GENERAL NOTES & CODE COMPLIANCE NOTES
3	S-003	ABBREVIATIONS, LEGENDS, AND SYMBOLS
4	V-101	OVERALL PLAN, CONSTRUCTION ACCESS, AND LAYDOWN AREA
5	V-102	EXISTING CONDITIONS SITE PLAN
6	S-001	GEOTECHNICAL REPORT
7	D-101	STRUCTURAL DEMOLITION SITE PLAN
8	D-101	DEMOLITION DETAIL PLAN - WEST WHARF
9	D-102	DEMOLITION DETAIL PLAN - SOUTH WHARF
10	D-103	DEMOLITION DETAIL PLAN - APPROACH TREBBLE
11	D-101	DEMOLITION PHOTOS
12	S-001	STRUCTURAL NOTES
13	S-101	PIER AND SURFACE FEATURES PLAN
14	S-102	PIER 1 - PILE AND PILE CAP PLAN
15	S-103	PIER 2 - PILE AND PILE CAP PLAN
16	S-201	PIER 1 TYPICAL SECTIONS
17	S-202	PIER 2 TYPICAL SECTIONS
18	S-301	DECK DETAILS (1 OF 2)
19	S-302	DECK DETAILS (2 OF 2)
20	S-401	PILE DETAILS
21	S-402	FENDER SYSTEM DETAILS


LOCATION PLAN
SCALE: 1"=1M

FOR 15% SUBMITTAL
ISSUED: MAY 10, 2024
NOT TO BE USED FOR CONSTRUCTION

Sheet Reference No.
G-001
INDEX: 1 OF 21

Geotechnical Boring Permits

- › 3 permits were submitted and obtained (Water Board, CCC, and USACE) within approximately 1 month so that the geotechnical borings could be completed, and the overall project could stay on schedule.
- › Typical processing time can take several months.



North Coast Regional Water Quality Control Board

July 2, 2024

Mr. Tim Petrick
Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531

Dear Mr. Petrick:

Subject: Notice of Applicability (NOA) for Coverage under the State Water Resources Control Board General 401 Water Quality Certification Order No. SB21031GN for US Army Corps of Engineers Nationwide Permit Nos. 1, 3a, 4, 5, 6, 9, 10, 11, 14, 20, 22, 28, 32, 36, and 54

File: Crescent City Citizens Dock Exploratory Boring: 2024, W DID No. 1A24084W NDN, ECM PIN No. CW-895482

On June 27, 2024, the North Coast Regional Water Quality Control Board (Regional Water Board) received a Notice of Intent (NOI) to comply with the terms of, and obtain coverage under, the General 401 Water Quality Certification Order No. SB21031GN for U.S. Army Corps of Engineers Nationwide Permit Nos. 1, 3a, 4, 5, 6, 9, 10, 11, 14, 20, 22, 28, 32, 36, and 54 (General 401 Certification) for the Crescent City Citizens Dock Exploratory Boring: 2024 (Project). The Project is located on the Lower Smith River Plain Hydrologic Unit 103.11. The Project site is located at 101 Citizens Dock Road, Crescent City, Del Norte County, California. The coordinates of the Project site are latitude 41.745613° N, and longitude -124.184188° W.

Regional Water Board staff has determined that the Project, as described in the NOI, is exempt from CEQA review Title 14, section 15306 and meets the eligibility requirements for coverage (Nationwide Permit No. 6) under the General 401 Certification.

Project Purpose and Description:
The purpose of the Project is to install one (1) exploratory boring through the deck of Citizens dock and through the Bay floor (e.g., mudflat) to collect geotechnical information in preparation for the demolition and reconstruction of Citizens Dock.

Hector Bedolla, Chair | Valerie Quinto, Executive Officer
6560 Skyline Blvd., Suite A, Santa Rosa, CA 95403 | www.waterboards.ca.gov/northcoast

STATE OF CALIFORNIA - NATURAL RESOURCES AGENCY
GAVIN NEWSOM, GOVERNOR

CALIFORNIA COASTAL COMMISSION
NORTH COAST DISTRICT OFFICE
1385 8TH STREET, SUITE 130
ARCATA, CALIFORNIA 95521-5967
PH (707) 826-8650
WWW.COASTAL.CA.GOV

July 11, 2024

NOTICE OF PERMIT WAIVER EFFECTIVENESS

To: Crescent City Harbor District, Attn: Tim Petrick

From: Melissa Kraemer, District Manager
Rebecca Jacobson, Coastal Program Analyst

Subject: Coastal Development Permit (CDP) Waiver 1-24-0532-W


Please note that CDP Waiver 1-24-0532-W was reported to the California Coastal Commission on July 11, 2024 and became effective as of that date. CDP Waiver 1-24-0532-W allows for the following:

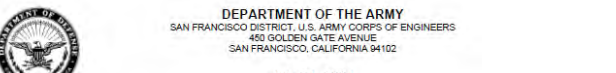
Conduct three (3) geotechnical borings to inform future planned improvements to Citizens Dock. One boring will occur in the water area on the dock and two will occur on the southern edge of the parking lot. The waterside boring will be approximately five (5) inches in diameter and go through the deck of the pile-supported pier (Citizens Dock) and through the sea floor. It is anticipated that the borings will extend 30-40 feet into the bedrock surface.

At: 101 Citizens Dock Rd, Crescent City (Del Norte County) (APN(s): 117-020-016)

Please be advised that CDP Waiver 1-24-0532-W only authorizes the development as proposed and described in the Commission's files; any changes to the proposed and described project may require a CDP to account for the changes or a CDP for the entire project. If you have any questions, please contact Rebecca Jacobson in the North Coast District Office at the address and phone number above.

Sincerely,
Kate Huckelbridge, PhD
Executive Director


for
Rebecca Jacobson
Coastal Program Analyst



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

July 24, 2024

Regulatory Division
Subject: File Number SPN-2024-00230

Mr. Tim Petrick
Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531
cpetrick@ccharbor.com

Dear Mr. Petrick:

This correspondence is in reference to your submittal of June 28, 2024, on behalf of the Crescent City Harbor District, concerning Department of the Army (DA) authorization for the Crescent City Harbor District Citizens Dock Geotechnical Boring Project located at Citizens Dock, Crescent City Harbor in the City of Crescent City, Del Norte County, California; Latitude 41.745613°, Longitude -124.184188°.

Work within U.S. Army Corps of Engineers (Corps) jurisdiction will include installation of one (1) exploratory boring through the deck of Citizens Dock and through the bay floor (e.g., mudflat) to collect geotechnical information in preparation for the demolition and reconstruction of Citizens Dock. The one boring would be installed 70 feet below the dock via a drill vehicle, supported on four 10-inch diameter out-rig pads. A 5-inch steel casing would be used to ensure there is no mixing of sediment into the surrounding water body when drilling is occurring. Work will temporarily impact approximately 0.00022 acre (1.0 square feet) of waters and mudflat at Crescent City Harbor. All work shall be completed in accordance with the plans and drawings titled: "USACE File ID SPN-2024-00230, Crescent City Harbor District Citizens Dock Geotechnical Boring" dated July 24, 2024, in 4 sheets, provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act (RHA) generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; navigable capacity of tidal waters waters designated as navigable w United States generally include al all waters presently used, or have future use to transport interstate c

USACE File ID:
SPN-2024-00230, Crescent
City Harbor District Citizens
Dock Geotechnical Boring
24 July 2024

U.S. Army Corps
of Engineers
San Francisco District
Regulatory Division

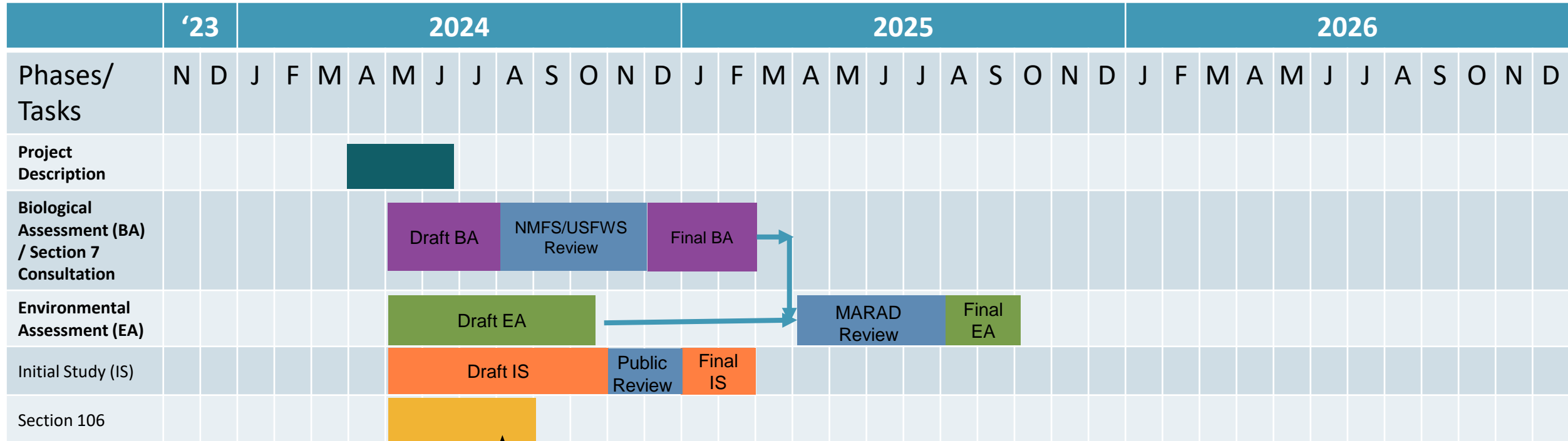
Enclosure | 4 Sheets

Geotech Phase II

- › Three Geotech borings to a depth of 30 to 40 ft, MLLW



Seawall/Citizens Dock Environ Permitting



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↑
We are here

- NMFS and USFWS have 135 days to review the BA after they deem it complete.
- MARAD will not review the EA until the NMFS/USFWS consultation is complete.

Environmental/Regulatory Permitting Project Description

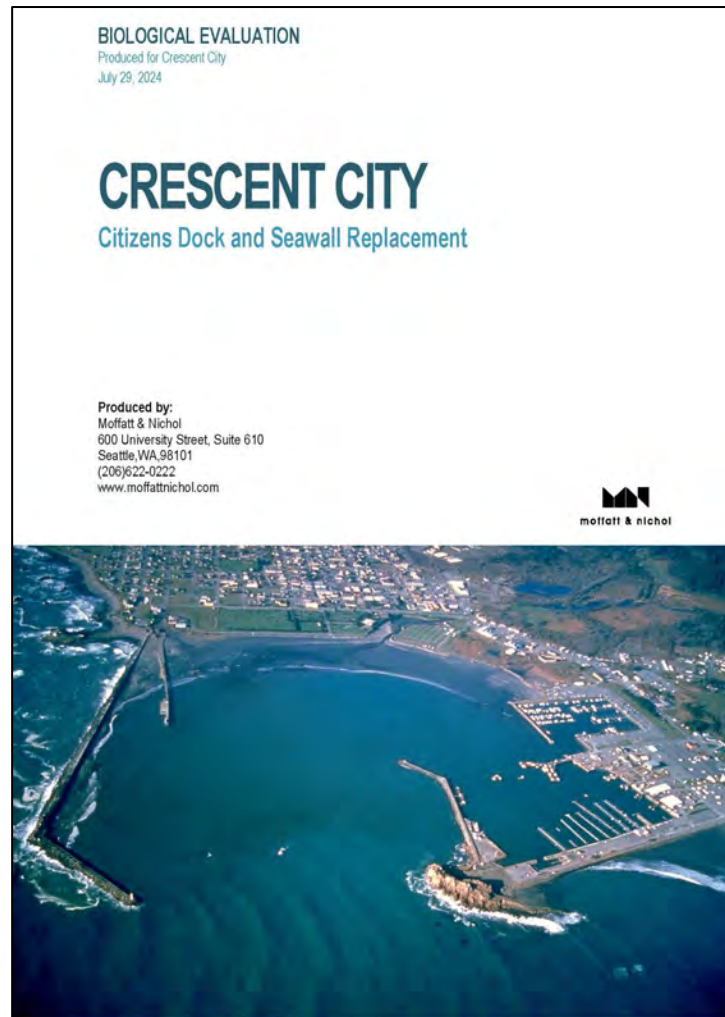
Table 1. Crescent City Citizens Dock Replacement Overwater Coverage Impacts

Structure	Activity	Area waterward HTL
Phase 1, Pier 1	Install Asphalt/Concrete Decking	13,760 sf
Phase 2, Pier 2	Demolish Existing Asphalt/Concrete Decking	-33,900 sf
	Install Asphalt/Concrete Decking	20,140 sf
Total Net Change/Increase in Overwater Coverage		0.000 sf

Table 2. Crescent City Citizens Dock Replacement Benthic Habitat Impacts

Structure	Activity	Quantity	Benthic Impacts (sf)
Phase 1, Pier 1	Install 24-inch Steel Pipe Piles	153	480.67
	Install 14-inch ACZA-treated Timber Fender Piles	56	59.87
Phase 2, Pier 2	Remove 13-inch Creosote-treated Timber Piles	-804	-741.08
	Install 24-inch Steel Pipe Piles	90	282.74
	Install 14-inch ACZA-treated Timber Fender Piles	54	57.73
Total Net Increase in Benthic Habitat Impacts		-451	139.93

Environmental/Regulatory Permitting Biological Assessment (BA)



Citizens Dock and Seawall Replacement | Crescent City
July 29, 2024

Table 10. Effects Determinations Summary Table

Common Name	Scientific Name	ES/USFWS	ESA Listed Status	Species Action Determination	Critical Habitat Effect Determination
Coho salmon	<i>Oncorhynchus kisutch</i>	SONCC	Threatened (NMFS)	NLAA	No Effect
Tidewater goby	<i>Eucyclogobius newberryi</i>	N/A	Threatened (USFWS)	NLAA	No Effect
Green sturgeon	<i>Acipenser medirostris</i>	Southern DPS	Threatened (NMFS)	NLAA	NLAA
Western snowy plover	<i>Charadrius nivosus nivosus</i>	Pacific Coast DPS	Threatened (USFWS)	NLAA	No Effect
Hawaiian Petrel	<i>Pterodroma sandwichensis</i>	N/A	Endangered (USFWS)	NLAA	No Effect
Marbled murrelet	<i>Brachyramphus marmoratus</i>	N/A	Threatened (USFWS)	NLAA	No Effect

NLAA= Not Likely to Adversely Affect

Environmental/Regulatory Permitting Air Quality Analysis

CRESCENT CITY CITIZENS DOCK AND SEAWALL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

PREPARED FOR:

[Client Company Name]
[Client Street or PO Address]
[City, ST ZIP]
Contact: [Client Name]
[Client Phone Number]

PREPARED BY:

ICF
[Client Street or PO Address]
[City, ST ZIP]
Contact: [Project Manager Name]
[Phone Number]

[Click and type month and year]



1.1 Air Quality

	Potentially Significant Impact	Less-than-Significant with Mitigation	Less-than-Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1.1.1 Environmental Setting

The Proposed Project area, described in Chapter 1, *Project Description*, is within the North Coast Air Basin (NCAB). Ambient air quality is affected by climatological conditions, topography, and the types and amounts of pollutants emitted. The following sections describe the pollutants of concern and summarize how they move through the air, water, and soil within the air basin, and how air pollution is changed in the presence of other chemicals and particles. This section also summarizes local climate conditions, existing air quality conditions, and sensitive receptors that may be affected by project-generated emissions.

1.1.1.1 Pollutants of Concern

Criteria Pollutants

As discussed above, the federal and state governments have established National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS), respectively, for six criteria pollutants. Ozone is considered a regional pollutant because its precursors affect air quality on a regional scale. Pollutants such as carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), and lead are considered local pollutants that tend to accumulate in the air locally.

Particulate matter (PM) is both a local and a regional pollutant. The primary criteria pollutants generated by the Proposed Project would be ozone precursors (nitrogen oxides [NO_x] and reactive organic gases [ROG]), NO₂, CO, PM, and SO₂.^{1,2}

¹ There are also ambient air quality standards for lead, sulfates, hydrogen sulfide, vinyl chloride, and visibility particulates. However, these pollutants are typically associated with industrial sources, which are not included as part of the Proposed Program. Accordingly, they are not evaluated further.

² Most emission of NO_x are in the form of nitric oxide (NO) (Bentley, 2018). Conversion to NO₂ occurs in the atmosphere as pollutants disperse downwind. Accordingly, NO_x is not considered a local pollutant of concern for the Proposed Program and is not evaluated further.

Environmental/Regulatory Permitting Environmental Assessment (EA)

Crescent City Harbor District CITIZENS DOCK AND SEAWALL REPLACEMENT



Del Norte County, California

MARAD FY 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)
GRANT

Submitted Pursuant to the National Environmental Policy Act 42 USC 4332(2)(c)

Presented to:
US Department of Transportation Maritime Administration and
Crescent City Harbor District

August 1, 2024

Prepared by:



moffatt & nichol

Crescent City Harbor District Citizens Dock and Seawall Replacement and Restoration
MARAD FY 2022 (PIDP) Grant NEPA Environmental Assessment

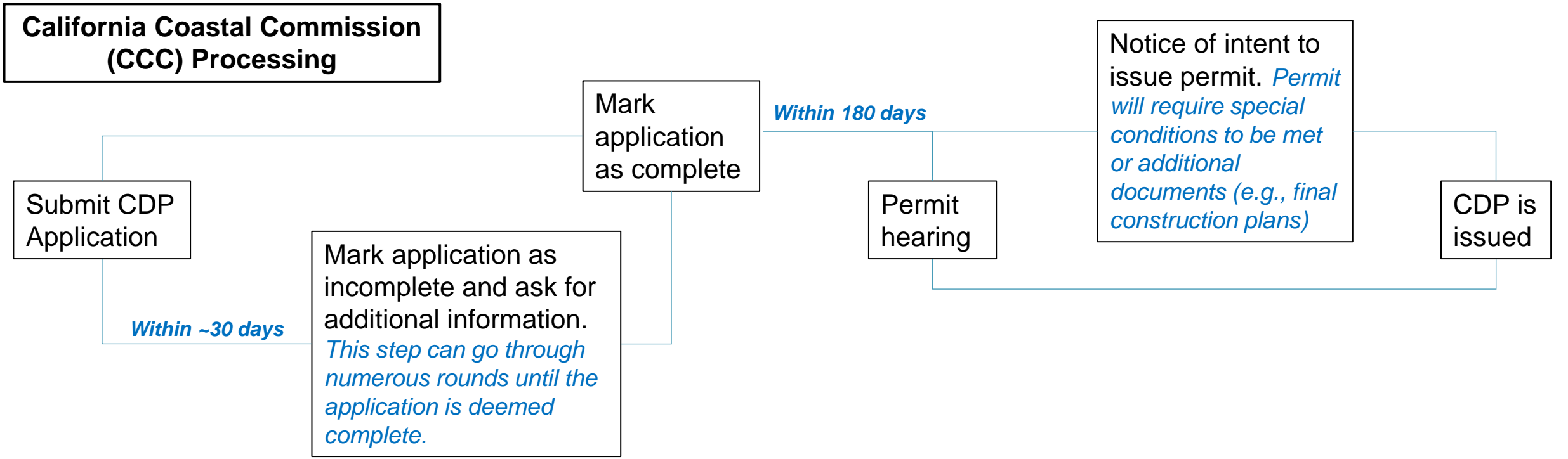
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South Beach Restroom Permitting

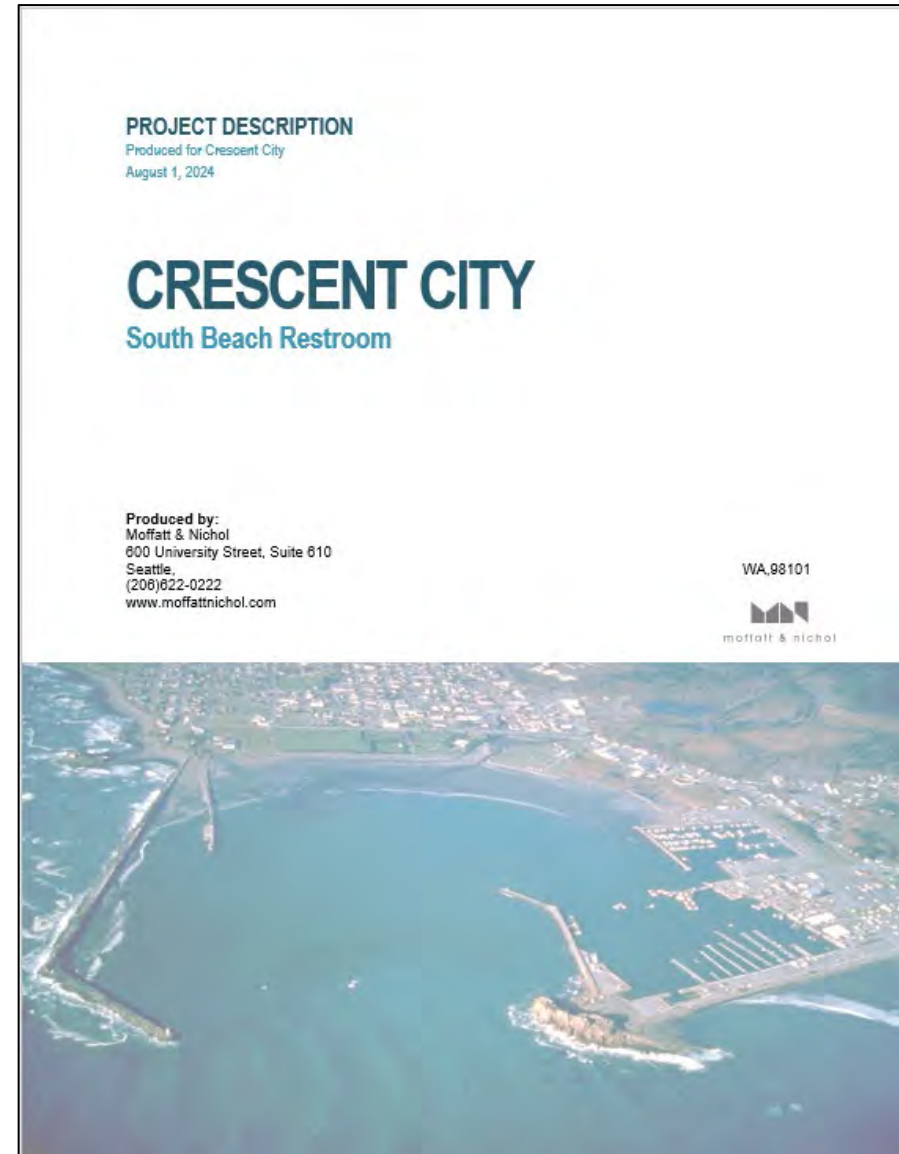
	'23		2024										2025																	
Phases/ Tasks	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D				
Coastal Development Permit									Application	CCC Processing (8 months)																				

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South Beach Restroom – Project Description

› Waiting for local approval form (Appendix B).





3. New Business

- c. Presentation from Community Systems Solutions (CSS) on a Draft Strategic Development Plan Identifying Areas for Development and Types of Development that will be Encouraged in the Harbor.**

Public Comment?



August 2, 2024

RE: CCHD Strategic Development Plan – Update and Board Report

Commissioners,

We are pleased to present you with an update of the CCHD Strategic Development Plan, the tasks that we are working on, the elements of the Plan, and the timeline for completing the Plan. At the August 6 Board meeting, we will review this memo and the key elements of the attached DRAFT of the CCHD Strategic Development Plan.

The goals of the Strategic Development Plan are to identify areas of development and types of development that will be encouraged in the Harbor. Efforts will be made to use the plan to recruit businesses to the Harbor for these types of development. The Harbor intends that much of the cost of development that support private business will be paid for by those businesses or other third parties, including from grant funds and government appropriations.

Our work on the Plan is being funded by the HMGP grant, through a contract with CSS for \$10,000.

CCHD Strategic Development Plan Tasks Undertaken by CSS with Timeline

1. Data collection of all past CCHD Strategic Plans and similar documents.
2. Review existing CCHD vision and goals for Harbor Development.
3. Create maps of CCHD development options for each parcel based on recommendation of Harbormaster / CEO Tim Petrick and previous plans.
4. Review existing guidelines and regulations for future development at each parcel.
5. Provide development overview with opportunities and constraints at each parcel.
6. Incorporate the above items into a Draft Strategic Development Plan document.
7. Review Draft Strategic Plan Document with Board and incorporate comments into updated Draft Plan (Aug 6, 2024).
8. Review Draft Plan document with CCHD Management Team for input.
9. Submit revised Draft Plan Document to CCHD Board of Directors for input (Aug. 20, 2024).
10. Create final Strategic Development Plan.
11. Present Draft Final Strategic Plan to CCHD Board of Commissioners for input (Sept. 3, 2024).
12. Board adopt Strategic Plan (with any needed revisions).

Draft Strategic Development Plan Document overview

The attached Strategic Development Plan DRAFT includes a summary and the key elements of the four previously adopted plans/reports which guide development in the Harbor:

- Crescent City Harbor Coastal Land Use Plan
- Municipal Service Review & Sphere of Influence Update
- AB 691 Sea-Level Rise Assessment
- Crescent City Harbor District 10-Year Strategic Plan: 2018-2028

In the Strategic Development Plan, CCHD confirms that this plan, like previous plans, prioritizes commercial fishing: “The District is committed to actively working to keep commercial fishing and processing possible in Crescent City...Fishing activities are a critical component of the Del Norte County economy, an inseparable part of the community's heritage, and a key attractor for tourists.

“But the current and future level of fishing alone will not support the District...The District's intention [is] to retain and improve existing harbor facilities in support of commercial fishing and recreational boating, while expanding coastal related visitor serving uses in the Harbor.

The Strategic Plan includes a master map of the harbor, and 5 area maps, with new proposed developments identified by Harbormaster / CEO Tim Petrick, some of which are included in previous Harbor plans and others which have been discussed by the Board in the past.

The review of proposed projects includes a Proposed Development Chart which lists each of the recommended developments and information about the development and the parcel it is located on.

The Review of Proposed Projects section will include a page-by-page summary of each of the proposed developments with a picture or illustration of each example. The illustrations and pictures are meant as an example, not the exact item that will go on that property. This draft includes excerpts of this section, as some pages are still being worked on. Our goal is to submit the full Review of Proposed Projects section to you at your August 20, 2024 meeting.

We look forward to reviewing this with you and getting your input to incorporate in the CCHD Strategic Development Plan at your August 6th Board Meeting.

Thank you,

Michael Bahr, CEO
Community System Solutions

Mike Bahr
He/Him
CEO & Grant Writer
mike.bahr@cssgrants.org
(916) 827-0016



Community System Solutions CSS



Crescent City Harbor District Strategic Development Plan

DRAFT

2024

CCHD Strategic Development Plan

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Introduction

The Crescent City Harbor District was formed on November 8, 1931, by a vote of the people of Del Norte County to assume responsibility for improvements, maintenance, and management of Harbor District properties and related harbor facilities. The Harbor District was conveyed additional tide and submerged lands when the Governor signed into law Chapter 1510 of the Statutes of 1963.

The land owned and managed by the Harbor District is now more than 4,053 acres of water and land area. The Harbor is a shallow-draft critical harbor of refuge, supporting commercial and sport fishing, and recreational boating. The Harbor is also home to multiple fishing and non-fishing related businesses and Harbor District offices.

The Board of Commissioners of the Crescent City Harbor District, recognizing that the financial resources of the Harbor are at a critical juncture, have directed the creation of a Strategic Development Plan to help guide development in the harbor to increase operating revenue of the harbor to meet its legal responsibility to maintain and manage the of Harbor District properties and related harbor facilities for the citizens of Del Norte County and California.

The goals of the Strategic Development Plan are to identify areas of development and types of development that will be encouraged in the harbor. Efforts will be made to use the plan to recruit businesses to the Harbor for these types of development. The Harbor intends that much of the cost of development that support private business will be paid for by those businesses or other third parties, including from grant funds and government appropriations.

A critical element of this Strategic Development Plan is that the CCHD reinforces key elements of previously adopted plans, including the CCHD 2020 Land Use Plan, prioritizing commercial fishing.

“The District is committed to actively working to keep commercial fishing and processing possible in Crescent City...Fishing activities are a critical component of the Del Norte County economy, an inseparable part of the community's heritage, and a key attractor for tourists... “But the current and future level of fishing alone will not support the District...The District’s intention [is] to retain and improve existing harbor facilities in support of commercial fishing and recreational boating, while expanding coastal related visitor serving uses in the Harbor. These new uses have the potential of generating the revenue necessary to keep the District economically viable, sustaining its ability to meet its mandates under the State Tidelands Grant and the California Coastal Act.”

“Commercial fishing and processing shall be actively encouraged at the Harbor, understanding that economic diversification will fail without boats and fishing activity in the harbor and that these activities will continue to be priority uses.”

Summary of Guiding Planning Documents

Previous planning efforts by the Crescent City Harbor district have laid the groundwork for this plan. The four key existing plans which govern development in the Crescent City Harbor District are the following:

- Crescent City Harbor Coastal Land Use Plan
- Municipal Service Review & Sphere of Influence Update
- AB 691 Sea-Level Rise Assessment
- Crescent City Harbor District 10-Year Strategic Plan: 2018-2028

Elements of these plans are incorporated into this plan to ensure that all planning and development efforts follow established guidelines, rules and strategies adopted by the Crescent City Harbor District, local and state agencies.

Crescent City Harbor Coastal Land Use Plan

Mandated by the State of California.

Prepared by the Crescent City Harbor District

When Adopted: The Crescent City Harbor Coastal Land Use Plan was adopted August 2020 by the Crescent City Harbor District; March 2021 by the Del Norte County Board of Supervisors; and March 2023 by the California Coastal Commission.

Summary: The entire Harbor Planning Area is located in the Coastal Zone. Because much of the present-day Harbor was constructed on top of beach areas and by filling in open water, a large portion of the area is under the Coastal Commission's retained jurisdiction, which includes submerged lands, tidelands, and public trust lands. The majority of the lands covered under the Harbor LUP are seaward of the historic mean high tide line and therefore are in the Commission's permitting jurisdiction. The Harbor LUP narratives, goals, policies, and programs apply to the entire Harbor, including areas where the Commission issues Coastal Development Permits

Key LUP Policies:

- 1. Coastal Act (Sections 30210-20264) Chapter 3 policies are the guiding Harbor LUP policies.*
- 2. Where Harbor LUP policies overlap or conflict, the policy most protective of coastal resources shall take precedence.*
- 3. Where conflicts occur between Harbor LUP policies and those in other County plans, policies, and regulations, the LUP policies shall take precedence in the Harbor Area.*

4. Prior to Harbor Area CDP approval, the County, or Commission on appeal, shall make the finding that the development is consistent with all applicable Harbor LUP policies and Countywide IP regulations and Coastal Act public access policies.

LUP Land Use Categories:

- Harbor Dependent Marine Commercial
- Harbor Dependent Recreational
- Harbor Visitor Serving Commercial
- Harbor Greenery

Harbor Dependent Marine Commercial

The Harbor Dependent Marine Commercial (HDMC) classification prioritizes the needs of the commercial fishing industry while also accommodating other coastal-dependent commercial and industrial development and coastal-related support facilities within or immediately adjacent to the waters of the Harbor to encourage the continuation of commercial fishing and other coastal-dependent marine commercial and industrial activities, maintain the marine theme and character of the Harbor, and encourage physical and visual access to the Harbor where appropriate. The HDMC designation is applied to areas that have historically provided fishing related activities, facilities, and employment. These areas also provide the physical area for continuation of coastal-dependent, coastal-related, and accessory uses. The HDMC designation shall be expanded if future demand for additional sites for coastal-dependent and related uses including aquaculture and commercial fishing facilities becomes evident.

Harbor Dependent Recreational

A Harbor Dependent Recreational (HDR) classification provides for public and commercial recreational development within or immediately adjacent to the waters of the Harbor to encourage the continuation of recreational boating and other water-oriented visitor-serving and recreational uses and mutually supportive businesses that enhance public opportunities for coastal recreation, maintain the marine theme and character of the Harbor, and encourage physical and visual access to the Harbor waterfront. The HDR designation is applied to areas that have historically provided recreational boating and other harbor dependent or harbor related visitor-serving and recreational uses, and related support activities, facilities, and employment.

These areas provide the physical area for continuation and expansion of these harbor dependent and harbor related water oriented recreational uses. Other non-recreational coastal-depend/ related uses are allowed as conditional uses.\

Harbor Visitor Serving Commercial

A Harbor Visitor Serving Commercial (HVSC) classification provides for accommodations, conveniences, goods, and services intended to primarily serve Harbor area visitors where specific use does not necessarily require location immediately adjacent to Harbor waters.

On HVSC designated lands, priority shall be given to visitor-serving commercial facilities designed to enhance public opportunities for coastal recreation.

Harbor Greenery

Areas designated Harbor Greenery (HG) are set aside as open space areas to be utilized for habitat protection/restoration, passive recreation, wind or weather screens and visual effect. These areas may also include day use public recreational facilities and be utilized as utility corridors, but any vegetation removed in the course of installing or maintaining utility lines shall be replaced in kind. Areas in the HG category include the south and west parts of Whaler Island (the relatively undisturbed portion of the former island), the pine tree and grass area west of Highway 101 in proximity to the inner boat basin, a wetland adjacent to the Anchor Beach Inn, and beach areas.

In some cases the Harbor Greenery (G) designation is intended as a placeholder, until such time as the Harbor District proposes redesignation of the land for conversion to another use and development for Harbor purposes. Lands designated G on an interim basis to be reserved for future harbor dependent uses include the pine tree and grass area west of Highway 101 and the beach strand area between the Inner Boat Basin and Shoreline Campground (portion under Harbor District control).

LUP Policies and Goals are listed in the Appendix.

Municipal Service Review & Sphere of Influence Update

Mandated by the State of California.

Prepared by the Del Norte Local Agency Formation Commission.

When Adopted: August 24, 2015

Summary:

Effective January 1, 2008, Government Code Section 56430 requires LAFCo to conduct a review of municipal services provided in the county by region, sub-region or other designated geographic area, as appropriate, for the service or services to be reviewed, and prepare a written statement of determination with respect to each of the following topics:

- Growth and population projections for the affected area;
- The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence (effective July 1, 2012);
- Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies (including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence);
- Financial ability of the agency to provide services;
- Status of, and opportunities for, shared facilities;

- Accountability for community service needs, including governmental structure and operational efficiencies; and
- Any other matter affecting or related to effective or efficient service delivery, as required by Commission policy.

Key elements related to future growth in the Harbor:

The District Boundary, which is countywide, also serves as the District’s Sphere of Influence (SOI). The District owns and controls both land and tideland properties at Crescent Bay, bounded by Crescent City to the west, South Beach to the east, the Highway 101 corridor to the north, and Whaler’s Island and the breakwater to the south. The District ownership encompasses roughly 150 acres of land and 4,200 acres of aquatic recreational area.

The District’s primary revenue sources are rents and concessions and inner boat basin rentals; primary expenditures are payroll expenses and utilities. The District has also been successful at obtaining grant funds for the design and construction of numerous recreational and visitor serving improvements. The primary financial challenge is servicing the new debt incurred to complete the reconstruction and improvement projects. It is imperative that the District attract more visitors and new businesses.

The City of Crescent City maintains the water distribution system within the Harbor area, other than individual service lines to Harbor owned facilities. The water lines presently serving the Harbor are adequately sized to meet the needs of future development with simple lateral extensions. The District’s wastewater is collected and treated by the City’s WWTP.

The County of Del Norte provides general governmental services – which includes social services, emergency services, planning, public works, county roads and parks, etc. – to the unincorporated areas of Del Norte County. The City of Crescent City provides similar general governmental services within city limits.

Crescent City Harbor District 10-Year Strategic Plan: 2018-2028

Prepared by the Crescent City Harbor District

When Adopted: September 2018

Summary:

In planning for the future, the Harbor’s focus includes strategic capital investments that keep facilities in step with today’s trade and industry demands by developing new maritime commercial opportunities, utilizing underdeveloped lands, enhancing recreation and tourism activities, tackling infrastructure improvements, and modernizing the Harbor to meet the Coastal Commission standard.

The Harbor's future also relies on efficient management of Harbor facilities, commitment to environmental stewardship, and collaboration with the community and local governments.

The Harbor's strategy strives to ensure longevity of economic diversity and funding through a sustainable, healthy mix of development, tenants and revenue generation.

The Strategic Plan outlines the Harbor's focus through the year 2028 and highlights the goals and milestones that will mark progress.

The plan identifies the strategic focus of the organization to support its mission. The projections are meant to stretch and challenge the organization

Function of Plan:

The Crescent City Harbor District plays an important role in supporting the county's economic health through job creation, business development, commercial activities, and tourism. The Harbor's primary role in the development and retention of business is the availability of Harbor property which is suitable and ready for commercial and retail businesses. The Harbor also has undeveloped property that can be made shovel-ready or developed into additional Harbor District owned businesses.

The purpose of the strategic planning process is to identify key focus areas along with strategic goals and objectives for the next ten years. Strategic planning provides consistency and continuity with current plans, such as master plans, economic development plans, and financial plans. Strategic planning will prioritize projects and implementation plans will set forth timelines, tasks, and responsibilities. The adopted Strategic Plan will provide a roadmap for the Harbor Commissioners and staff and will serve as a communication tool for the local community.

Goal I: Financial Management

Objective: To develop a financial system that is resistant to economic shocks, fulfills basic functions, manages risks, diversifies revenue streams, and allows for growth.

Goal II: Planned Development

Objective: To plan for major development opportunities available to the Harbor.

Goal III: Infrastructure

Objective: To improve existing infrastructure deficiencies, accommodate desired future growth, and replace worn-out facilities.

Goal IV: Increase Tourism

Objective: To increase the Harbor's visibility, aesthetics, and visitor experiences.

AB 691 Sea-Level Rise Assessment

When Adopted: June 2019, by the Crescent City Harbor District; December 2022, State Lands Commission

Agency: Crescent City Harbor District

Summary: Understanding the effects of sea-level rise (SLR) on the region’s coastline when combined with extreme coastal events is critical in allowing the Harbor District to identify its most at-risk resources and aid in developing strategies to adapt these resources to changes... As the effects of climate change and SLR have the potential to cause a wide range of impacts to trust lands, the District provides [SLR assessment] to describe how it will address potential effects on critical facilities and resources, per Assembly Bill No. 691.

The function of the Assessment is to consider potential impacts of Sea-Level Rise on the Crescent City Harbor District and recommend strategies to manage these impacts.

Key elements for use in current Plan:

The CCHD harbor is a critical component of the City’s commerce and is highly vulnerable to future increases in sea levels greater than three feet if adaptation strategies are not considered.

The CCHD will address SLR-related vulnerabilities in a manner that aligns with its mission statement and core values. Per the mission statement, “The Crescent City Harbor District provides sustainable marine and shore-based commercial, economic, educational, and recreational opportunities for the benefit of the community.” Additionally, the core values of the CCHD are as follows:

- 1) Be an economic driver for the community.
- 2) Be fiscally responsible with public assets.
- 3) Be a leader in the community.
- 4) Be a partner for the benefit of the community.

In accordance with these principles, the CCHD is addressing their SLR vulnerabilities by considering the two main environments encompassed within the land grant area and the vulnerabilities specific to these environments. The two main types of environments within the CCHD are:

- 1) An armored and engineered harbor
- 2) Naturally occurring beaches

In order to manage these impacts and those from extreme events, there are a number of adaption strategies possible. A definition and example of each proactive approach is provided below:

Protection: Defend a resource as is, in its current location. Example: Hard or soft shoreline armoring, increasing stiffness of dock piles, and constructing flood gates.

Accommodation: Modify existing resources to decrease hazard risks and thus increase their resiliency. Example: Elevating structures, retrofitting to increase strength, repositioning boats and ships within a harbor, and dune revegetation for a natural resource such as a beach.

Retreat: Relocating or removing existing resources out of hazard areas and limiting new development in that area. Example: Permanently relocating a building to higher ground and removing all small boats from a harbor.

The CCHD identified adaptation strategies and prioritized them in the 2018 Local Hazard Mitigation Plan. Some of those strategies are now being addressed. The proposed actions listed in Table 2 Adaptation Strategies for Critical Facilities within the CCHD pertain to the inventoried natural and built resources and facilities in the CCHD that are exposed and vulnerable to SLR. The table is included in the Appendix.

The estimated replacement costs of resources and facilities that could be impacted by SLR and climate change processes are presented is more than \$112,000,000. The estimated value of Harbor assets exposed to expected SLR exceeds \$141,000,000.

Status of Sea-Level Mitigation Measures (updated for this Strategic Plan)

Mitigation/Adaptation Measure	Planning Status	Design Status	Construction Status
Replace Citizens Dock Seawall	NEPA/CEQA underway	30% Design underway	Grant Funding Secured
Raise/Strengthen Whaler Island Groin	Preliminary Cost Estimates Complete	Seeking Funding	Seeking Funding
Raise/Strengthen Anchor Way Breakwater(s)	Seeking Funding	Seeking Funding	Seeking Funding
Raise/Strengthen Inner Breakwater	NEPA/CEQA RFP being prepared	Design RFP awarded	Seeking Funding
Raise/Strengthen Marina Breakwater			Seeking Funding
Strengthen South Beach Armored Seawall	Planning Study underway		Seeking Funding
Raise/Strengthen Lighthouse Way Breakwater (USACE)	Discussions with US ACE		

Proposed Development Map



Review of Proposed Projects

Each section of the property review starts with a closeup of the proposed development map for that area of the Harbor District, followed by a page report for each of the proposed developments in that area. Each of the proposed project pages in this section are formatted the same was as follows:

Potential new uses:

Current Use:

Issue with current use:

Current Revenue:

Opportunity:

Constraint:

Revenue Potential:

Harbor Cost Budget:

Timeline:

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal:

Contained in previous harbor planning documents: Yes

Next Steps:

Example of type of development:

For the “Revenue Potential” we have used three categories for comparison purposes only: Low, Medium, and High. Projects rated with high revenue potential would create more revenue for the Harbor than projects rated low. For instance, High is for projects that would pay rent and sell high priced items, or many medium-priced items, which would create a larger revenue share for the harbor, than projects that did not sell items.

For the “Harbor Cost Budget” the range is as follows:

- Low: under \$100,000
- Mid: \$100,000 - \$500,000
- High: \$500,000 and up

For the “Timeline” the term is for when the project is complete. The time range is as follows:

- Short-term: Within 1 year
- Medium-term: 1 year to 5 years
- Long-term: 5 years or more

Proposed Project Development Chart

New Use	Current Use	Rev Potential	Budget	Timeline	LUP	Strategic Plan Goal
Hotel and Convention Center	Dredge Ponds	High	High	Long	HDMC	Increase Tourism
Fish Market	Empty building	Low	Low	Short	HDMC	Planned Development
Harbor Office w/ visitor center	Parking	Low	High	Medium	HDMC	Infrastructure
Cold Storage / Processing Facility	Harbor Office	Med - High	High	Medium	HDMC	Planned Development
Commercial Hoists	Fenced Off	Low	Low	Medium	HDMC	Infrastructure
New Citizens' Dock	Citizens' Dock	High	Mid	Medium	HDMC	Infrastructure
Offices	CCHD Maintenance Yard	Medium	Low	Medium	HDMC	Planned Development
CCHD Maintenance Yard	CCHD Maintenance Yard	None	Low	Short	HDMC	Infrastructure
Retail Space & Wind Energy Offices	Former Boat Yard Building	Med - High	Mid	Medium	HDMC	Planned Development
Boat Yard	Former Boat Yard	Med - High	Mid	Medium	HDMC	Planned Development
Public Hoist	Dock and private hoist	Low	Mid	Medium	HDMC	Infrastructure
Convenience Store w/ amenities	Closed Car Wash	Med - High	Mid	Medium	HVSC	Increase Tourism
EV Chargers	Empty building	Low	Low	Medium	HVSC	Increase Tourism
Fishing Village Style Vacation Rentals	RV Park	Med - High	Low	Medium	HVSC	Increase Tourism
RV Park	RV Park	Low - Med	Low	Short	HVSC	Increase Tourism
Port o' Pints outdoor food area	Unused	Low - Med	Low	Short	HVSC	Increase Tourism
Professional Offices w/ parking	Boat Storage	Medium	Low	Medium	HVSC	Planned Development
Vacation Rentals	Vacant (Redwood RV)	Med - High	Mid	Medium	HVSC	Increase Tourism
Restaurants & Shops	Vacant (Redwood RV)	Medium	Mid	Medium	HVSC	Increase Tourism
Parking	Vacant	Low	Low	Medium	HVSC	Infrastructure
Boutique Hotel	Vacant	High	Low	Long	HVSC	Increase Tourism
Boardwalk with Shops	Parking	Medium	Mid	Medium	HVSC	Increase Tourism
Raised Walkway for Fishing Access	Walkway	None	Mid	Medium	HDR	Infrastructure
Transient Boat Docks	None	Low - Med	Mid	Medium	HDR	Infrastructure
Boat Ramp Expansion	Parking	Low	Mid	Medium	HDR	Infrastructure
Dredge Material site	Beach	None	Low	Medium	HDR	Infrastructure
Snack Shack / Kayak rentals	Parking	Low	Low	Short	HDR	Increase Tourism
Natural Amphitheater Event area	Parking	Med - High	Low	Short	HDR	Increase Tourism
Boating Co-Op Clubhouse / Offices	Temp Offices	Low - Med	Mid	Medium	HDMC	Planned Development
Visitor and Work Vessels Moorage	Dock	Low - Med	Low	Short	HDMC	Infrastructure
Aquaculture	None	Low	Low	Short	HDMC	Planned Development



Hotel &
Convention
Center

Fish
Market

Coastal
Trail

Map Area: Northeast Harbor
Current Designated Land Use:
- Harbor Dependent Marine Commercial

Potential new uses: Hotel and Convention Center

Current Use: Dredge Ponds

Issue with current use: Large area that creates no revenue for the harbor. Dredge spoils held for years.

Current Revenue: \$0

Opportunity: Add visitor amenities to increase the time visitors stay in the Harbor to increase revenue opportunities at the site and additional revenue to other Harbor visitor serving businesses.

Constraint: If sited on current dredge ponds, will need to find alternative dredge spoil site. LUP designation for property will need to be changed.

Revenue Potential: High

Harbor Cost Budget: High

Timeline: Long-term

Potential new use conforms with current LUP: No

Meets Strategic Plan Goal: Increase Tourism

Contained in previous harbor planning documents: Yes

Next Steps: Find alternative dredge spoil site. Work on LUP amendment.

Example of type of development:





Map Area: Commercial Boat Basin
Current Designated Land Use of Area:
Harbor Dependent Marine Commercial

Potential new uses: Cold Storage / Processing Facility

Current Use: Harbor Office

Issue with current use: Harbor Office building is old and in need of repairs.

Current Revenue: \$0

Opportunity: A value add for commercial fishing fleet: a small cold storage and processing facility with retail area to prepare and sell direct to the public or wholesale.

Constraint: If facility is to be used by multiple entities, it will need to have single entity owner/lease holder. May not fit into the current model of local fishing fleet.

Revenue Potential: Medium to High

Harbor Cost Budget: Low

Timeline: Medium-term

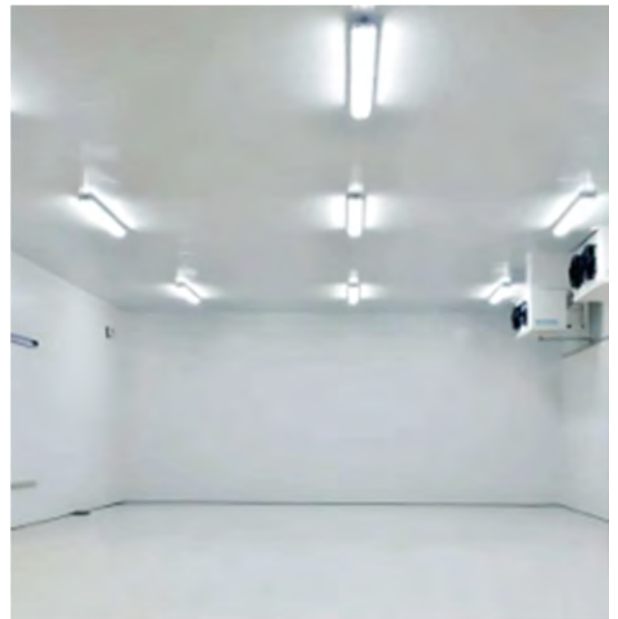
Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Planned Development

Contained in previous harbor planning documents: Yes

Next Steps: Determine if there is a local demand for such a facility.

Example of type of development:



Potential new uses: Citizen's Dock with expanded footprint

Current Use: Citizen's Dock

Issue with current use: Dock needs to be replaced

Current Revenue: High

Opportunity: Added services to commercial fishing industry; added services to other future port users.

Constraint: Grant funding needs to be secured for Dock replacement

Revenue Potential: High

Harbor Cost Budget: High

Timeline: Medium-term

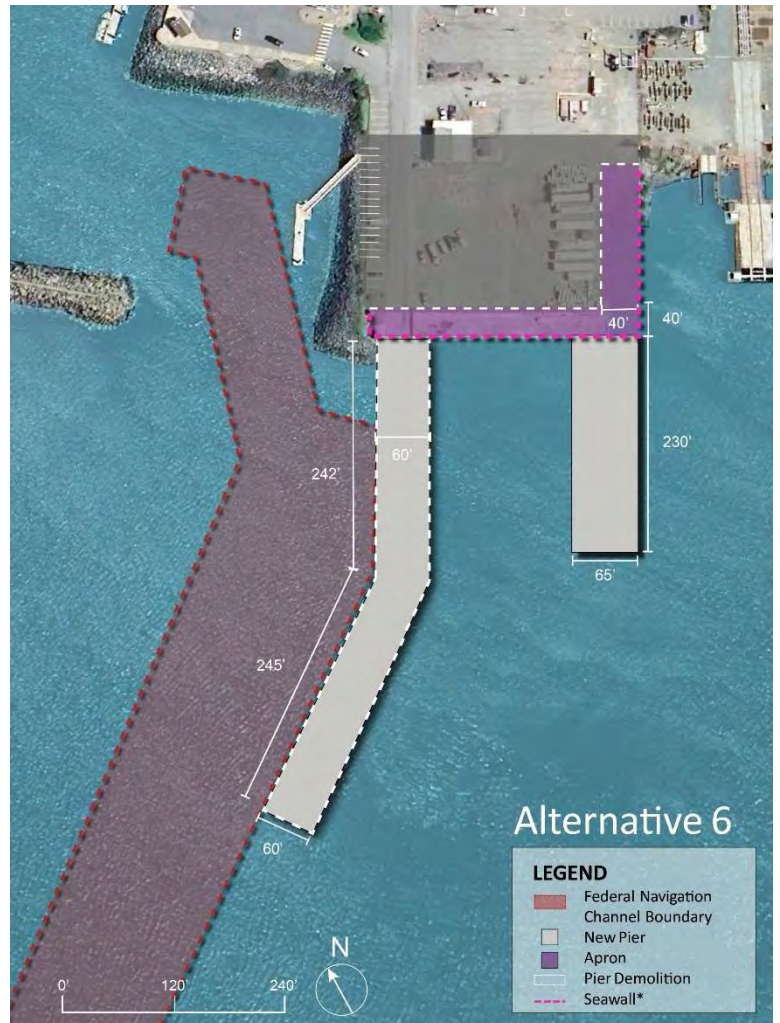
Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Infrastructure

Contained in previous harbor planning documents: Yes

Next Steps: Complete NEPA/CEQA and permitting. Apply for more grants.

Example of type of development





Offices

Retail Space
& Wind
Energy
Offices

CCHD
Maintenance

Boatyard

Processing

Public
Hoists

Area: Starfish Way Industrial Zone
Current Designated Land Use of Area:
Harbor Dependent Marine Commercial

Potential new uses: Parcel 1: Retail Space and Wind Energy Offices

Current Use: Vacant (Former Boat Yard Building)

Issue with current use: Property and buildings need to be revitalized. Need to ensure no contaminants on property from former long-term lease holder.

Current Revenue: \$0

Opportunity: The Harbor District is a good match for becoming an O&M Port. An O&M company will need warehouses/offices, spare part storage, and a marine facility to support Operation & Maintenance vessels for crew transfer.

Constraint: Current building needs to be rebuilt or new building must be built.

Revenue Potential: Medium to High

Harbor Cost Budget: Mid - Getting property ready for tenant to build on will require studies and property improvements.

Timeline: Medium-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Planned Development

Contained in previous Harbor planning documents: Yes

Next Steps: Release RFP to have 3rd party conduct Level-1 and possibly Level-2 environmental study of the property.

Example of type of development:



Potential new uses: Parcel 2: Boat Yard – Refit and Repair Facility

Issue with current use: Property and buildings need to be revitalized. Need to ensure no contaminants on property from former long-term lease holder.

Current Revenue: \$0

Opportunity: The Harbor District is a good match for becoming an O&M Port. An O&M company will need warehouses/offices, spare part storage, and a marine facility to support Operation & Maintenance vessels for crew transfer.

Constraint: Current building needs to be rebuilt or new building must be built.

Revenue Potential: Medium to High

Harbor Cost Budget: Mid - Getting property ready for tenant to build on will require studies and property improvements.

Timeline: Medium-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Planned Development

Contained in previous Harbor planning documents: Yes

Next Steps: Release RFP to have 3rd party conduct Level-1 and possibly Level-2 environmental study of the property.

Example of type of development:





Map Area: Commercial Business Area
Current Designated Land Use of Area:
Harbor Visitor Serving Commercial

Potential new uses: Parcel 1: Fishing Village Style Vacation Rentals

Current Use: RV Park

Issue with current use: Large area that creates no revenue for the harbor.

Current Revenue: \$0

Opportunity: Add visitor amenities to increase the time visitors stay in the Harbor to increase revenue opportunities at the site and additional revenue to other Harbor visitor serving businesses.

Constraint: Will need owner operator to invest in and own cabins.

Revenue Potential: Medium to High

Harbor Cost Budget: Low

Timeline: Medium-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Increase Tourism

Contained in previous harbor planning documents: Yes

Next Steps: Contact cabin rental companies to have them look at CCHD site.

Example of type of development:



Potential new uses: Professional Offices and Parking

Current Use: Boat Storage

Issue with current use: Eyesore, maintenance problems; safety hazard.

Current Revenue: Low

Opportunity: To provide water view offices in the Harbor District.

Constraint: Will need to find a owner, master lease holder who will finance the construction of the building.

Revenue Potential: Medium

Harbor Cost Budget: Low

Timeline: Medium-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Planned Development

Contained in previous harbor planning documents: Yes

Next Steps: Advertise the availability of the parcel for development.

Example of type of development:



Potential new uses: Restaurants and Shops

Current Use: Vacant - Redwood RV Park

Issue with current use: Large area that creates no revenue for the harbor.

Current Revenue: \$0

Opportunity: To add more visitor services and revenue opportunities for the harbor.

Constraint: Utility services need to be improved. Will need to recruit businesses to the site.

Revenue Potential: Medium

Harbor Cost Budget: Mid

Timeline: Medium-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Increase Tourism

Contained in previous harbor planning documents: Yes

Next Steps: Start identifying businesses that would want to be at the site.

Example of type of development:



Potential new use: Boardwalk with Shops

Current Use: Parking

Issue with current use: Large area that creates no revenue for the harbor.

Current Revenue: TBD

Opportunity: Add visitor services with revenue opportunities

Constraint: Existing area will need to be repaired, including riprap and under existing parking area. The parking area for the Chart Room will need to be designated behind the restaurant. Traffic directional signage with lanes will need to be added for safety

Revenue Potential: Medium

Harbor Cost Budget: Mid

Timeline: Medium-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Increase Tourism

Contained in previous harbor planning documents: No

Next Steps: Start identifying businesses that would want to be at the site.

Example of type of development:





Public Hoist

Boardwalk with Shops

Raised Walkway
for Fishing
Access

Boat Dock
Boat Dock
Boat Dock

Dredge
Material

Boat Ramp
Expansion

Moorage &
Boating Co-op

Visitor &
Work Vessels

Aquaculture

Snack Shack/
Rental

Boating
Co-op
Clubhouse

Natural
Amphitheater

Map Area: Anchor Way (Boating Services Zone)
Current Designated Land Use of Area:
Harbor Dependent Recreational &
Harbor Dependent Marine Commercial

Potential new uses: Natural Amphitheater Event area

Current Use: Parking

Issue with current use: Large area that creates no revenue for the harbor.

Current Revenue: \$0

Opportunity: Re-design of Whaler Island parking area can provide an opportunity for creating an event area.

Constraint: Harbor District supports active recreational boating. There has to be a balance between events and not disrupting the boating activities. May need some electrical infrastructure and safety improvements to area.

Revenue Potential: Medium-High; seasonal dependent.

Harbor Cost Budget: Low

Timeline: Short-term

Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Increase Tourism

Contained in previous harbor planning documents: Yes

Example of type of development:



Potential new uses: Aquaculture

Current Use: none

Issue with current use: Large area that creates no revenue for the harbor.

Current Revenue: \$0

Opportunity: The proposed aquaculture area may be suitable for culture of species such as Manila clams, Kumamoto oysters and Pacific oysters. Moffatt & Nichol's staff permitted similar sites for the Humboldt Bay Harbor District and the sites are currently leased to private and non-profit organizations for shellfish and seaweed culture.

Constraint: Water quality testing and further site evaluation would be required to determine specific aquaculture opportunities. Permits would be required from the State Department of Health, CA Department of Fish and Wildlife, California Coastal Commission, US Army Corps of Engineers and Regional Water Quality Control Board.

Revenue Potential:

Harbor Cost Budget: Low

Timeline: Short-term

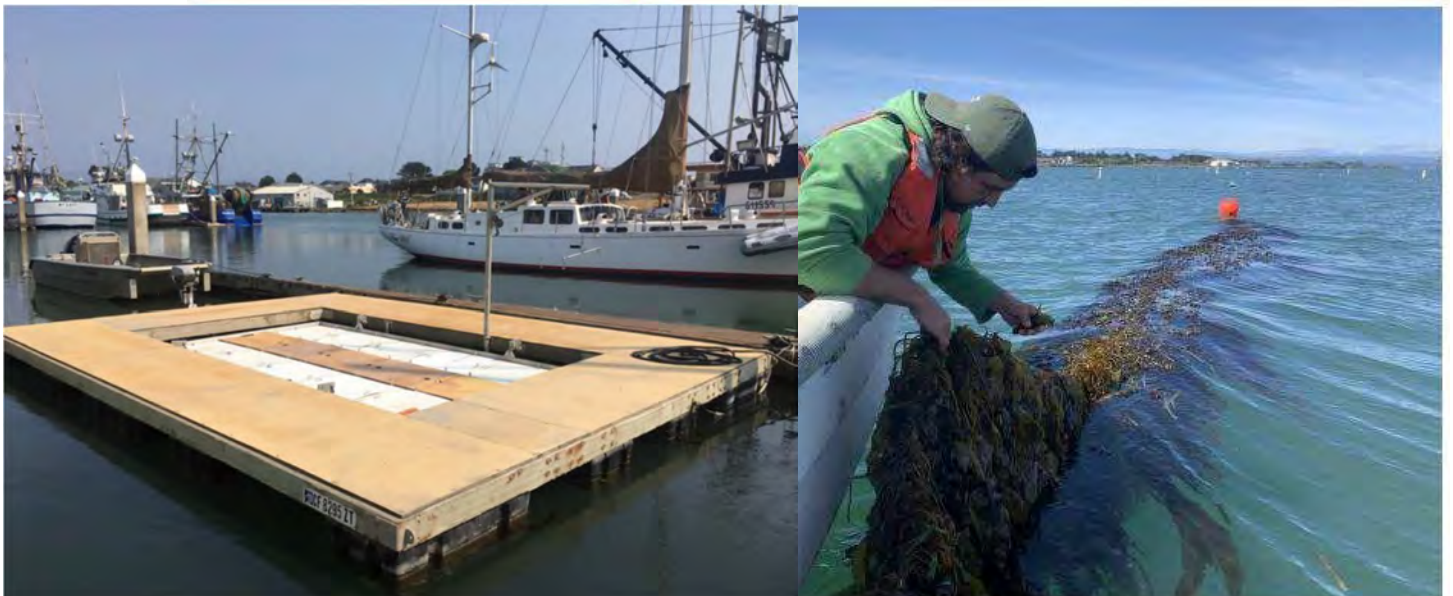
Potential new use conforms with current LUP: Yes

Meets Strategic Plan Goal: Planned Development

Contained in previous harbor planning documents: Yes

Next Steps: Develop a brief feasibility study for aquaculture operations within the proposed aquaculture area. This would involve correspondence with existing aquafarmers to assess site potential, further review of site conditions and assessment of any existing water quality data for the site.

Example of type of development:



ADDITIONAL DEVELOPMENT OPPORTUNITIES

GATEWAY TO REVITALIZED WATERFRONT

Opportunity: Crescent City is revitalizing Beachfront Park. There is an opportunity to create a pedestrian corridor and connect South Beach with the revitalized waterfront.

Constraint: Recreational pathway crosses through industrial areas. Minimal disruption to commercial activities should be incorporated in redevelopment plans.

Next Steps: Create a design to connect pedestrian corridors.

Budget –

Timeline: Medium-term

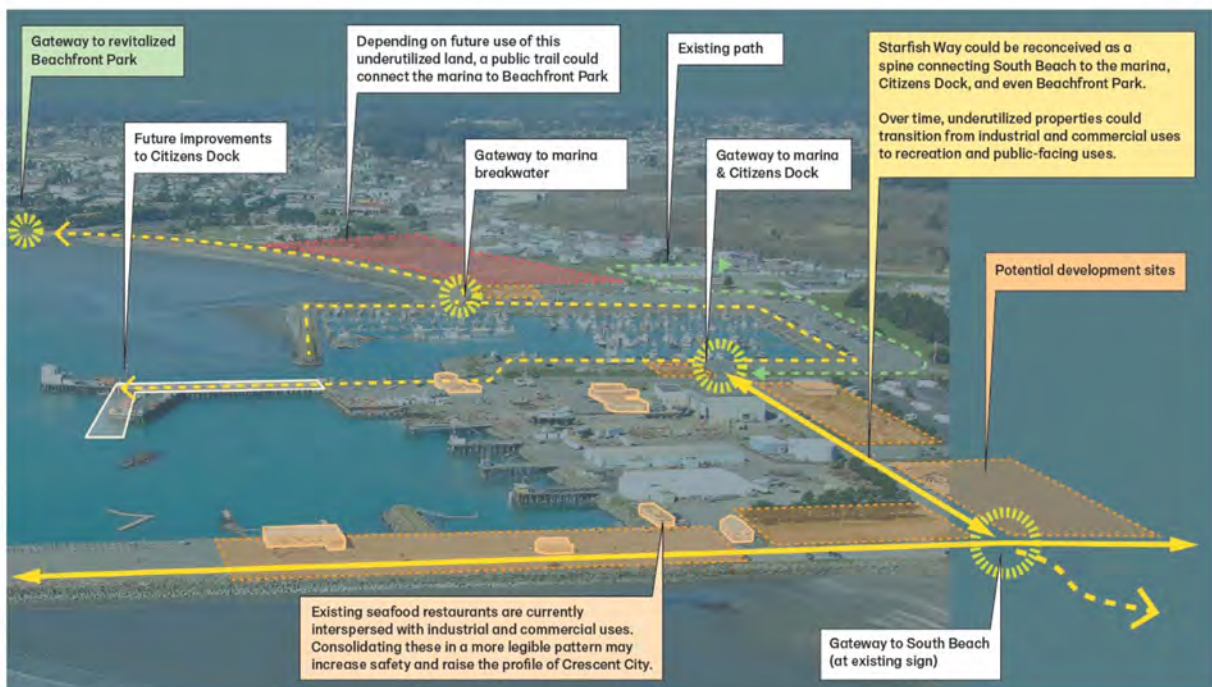
Conforms with current LUP: Yes

Meets Strategic Plan Goal:

Contained in previous harbor planning documents: Yes

Example of type of development:

Crescent City Harbor District



MARINA MASTER PLAN

Opportunity: There is an industry-wide trend towards higher demands for larger boats/larger slips. Re-configuration of the marina/addition of slips could accommodate a higher number of larger boats.

Constraint: Creating slips in the outer basin will increase the demand for maintenance dredge activities.

Next Steps: Develop a master plan for the marina.

Budget: Low

Timeline: Medium-term

Conforms with current LUP: Yes

Meets Strategic Plan Goal:

Contained in previous harbor planning documents: Yes

Example of type of development:



Appendix

Additional documents may be added in final draft

LUP Figure 3 -Current CCHD Land Use Designation





3. New Business

- d. Consider and Vote to Approve Real Estate Development and Project Management Proposal from CREDE (Commercial Real Estate Development Enterprises).**

Public Comment?

CRESCENT CITY HARBOR FRONT DEVELOPMENT

PREPARED FOR:



PROJECT MANAGEMENT
SERVICES PROPOSAL



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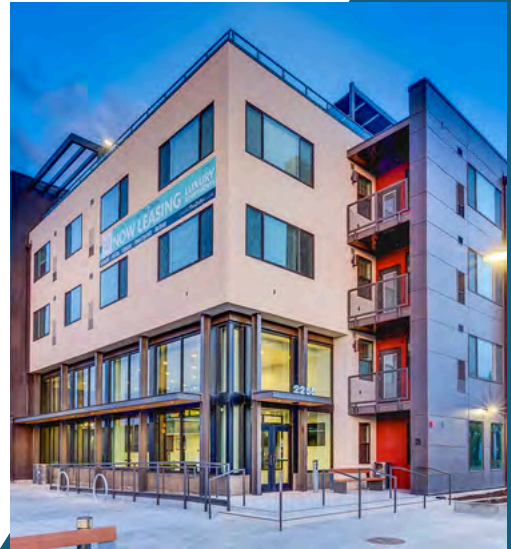
Page 01: Cover Letter

Page 07: Standard Rates

Page 08: Qualifications

Page 11: Team Experience

Page 21: Project Experience





July 8, 2024

Tim Petrick
Crescent City Harbor District
101 Citizen's Dock Road
Crescent City, CA 95531

Dear Tim,

Following our recent discussions about the Crescent City Harbor Front site development strategy, we have undertaken a comprehensive review to further elaborate on the various options available for our proposed scope of engagement. Our goal is to ensure that our approach is fully aligned with your expectations and to emphasize our commitment to the successful completion of this project.

At CREDE, we are honored to lend our expertise to exploring the potential opportunities that the Crescent City Harbor Front site presents. Our dedication to upholding the highest standards in underwriting, development, and project management ensures we discover the highest and best use for the site. We eagerly anticipate further discussions and the opportunity to collaborate closely with the Crescent City Harbor District team to bring a profitable and successful project to life.

PROJECT SUMMARY

The Crescent City Harbor District is seeking CREDE's expertise for initial conception, feasibility studies, entitlement options, and assembling a team of pre-development professionals to design multiple options for the ground-up master-planned development. The project encompasses both horizontal development and vertical construction, with a range of possibilities including entitlement-only strategies, build-to-core, and build-to-suit for an end user. Additional options that align with Crescent City Harbor District's objectives will also be evaluated.

CREDE EXPERIENCE

As a National Real Estate Development and Project Management company, we have the bench strength and experience to support any project:

- CREDE has over 22 years of experience in Master Planning that includes Multi-family, Mixed-Use, Hospitality, and Retail components.
- CREDE's team consists of over (165) professionals with deep experience in all asset classes, giving us a firm understanding of the steps required to execute each stage efficiently.
- CREDE has projects ongoing in over (21) different states, with several active master planned projects including multi-family, mixed-use, hospitality, and retail components.
- CREDE has completed several master planned developments and urban infill redevelopment projects, and over 2,000 projects in the United States.
 - Vista Depot | Master planned mixed-use development 183-units, 301-keys, 422 parking | Columbia, SC
 - Alterra | Master planned resort, 800-keys, 1,700-units, 250K SF retail, 68K SF Rec Center | Deer Valley, UT
 - Branded Master Planned Community | Heavily amenitized, over 5,500 residential homes | North Carolina



BENEFITS OF CREDE

Here are some of the value-added benefits that CREDE brings to the table:

- **SCALABLE BUSINESS SOLUTIONS / STAFF AUGMENTATION:** A benefit of using CREDE is that we provide greater flexibility with an experienced team that is scalable for your project and company needs, allowing you to utilize our services as a project cost versus overhead burden to your G&A. This provides reduced risk and greater flexibility.
- **EXPERIENCED TEAM:** By providing a single-source solution with an experienced team in all areas under one roof, we help create greater efficiency throughout the development process.
- **INTEGRATED SOLUTIONS:** Having the same team throughout the development process from acquisitions, and entitlement, through pre-construction and completion of a project will help provide greater efficiencies and more effective communication through standards and procedures already in place. Our model offers a single-source solution with flexibility.

PROJECT ROADMAP

The below Project Roadmap outlines the categories required for the project. Our initial proposal focuses on the Feasibility Phase. Once complete, we will move towards the remaining roadmap of project requirements, providing a detailed scope and cost estimate based on the highest and best use of land.

• FEASIBILITY STUDIES

- CREDE will collaborate with Crescent City Harbor District to create initial concept designs and conduct thorough feasibility studies for the harbor front site. This includes assessing market demand, zoning regulations, site constraints, and financial viability.

• ENTITLEMENT OPTIONS:

- CREDE will aid in exploring and evaluating various entitlement options for the project, considering regulatory requirements and necessary approvals. This entails navigating the permitting process and engaging with local authorities to secure approvals.

• TEAM ASSEMBLY:

- CREDE will leverage its extensive network and expertise to assemble the correct team of pre-development professionals, including architects, engineers, land planners, and other specialists, to design and execute the project effectively.

• DESIGN MANAGEMENT:

- CREDE will collaborate with the assembled team to facilitate the design development process, exploring multiple options to meet Paydar Properties' objectives. This involves schematic design, design development, and coordination with stakeholders to refine proposed plans.

• FINANCIAL AND TIMELY PLAN FORWARD:

- A key aspect of CREDE's service will be to develop the best financial and timely plan forward for the project. This will involve analyzing various development scenarios, conducting cost-benefit analyses, and identifying optimal strategies to maximize returns while adhering to project timelines



- **PERMITTING AND PLANNING ROAD MAP:**

- Create the road map to help facilitate the permitting process and assist in obtaining the necessary planning approvals from relevant authorities. Manage the regulatory compliance process to ensure adherence to local regulations and standards.

- **DEVELOPMENT MANAGEMENT: LATER PHASE**

- Acting as the Development Manager on behalf of Crescent City Harbor District, CREDE will oversee all aspects of project execution. This includes coordinating with contractors, architects, and other stakeholders to ensure seamless project delivery. CREDE will provide leadership, direction, and decision-making support throughout the project lifecycle to ensure that objectives are met efficiently and effectively

- **PROJECT MANAGEMENT: LATER PHASE**

- Implementing robust project management strategies to maintain project timelines and budgets. Provide transparent communication and regular progress updates to keep all stakeholders informed.

FEASIBILITY OBJECTIVES

The primary objectives of the project include:

- Identifying the most viable development options for the Harbor Front site.
- Upon identification and selection of proposal use, CREDE will secure the necessary entitlements and approvals for the development.
- Concept (not design) multiple development options to meet Crescent City Harbor District's objectives.
- Developing a comprehensive financial and timely plan to ensure the successful execution of the chosen development strategy.

We are confident that our collaborative approach, coupled with our expertise in project management, contract negotiations, and ground-up construction, will contribute significantly to the successful realization of any development finally chosen to move forward. CREDE is committed to working closely with Paydar Properties to achieve these objectives and deliver a successful outcome for the project.



PROJECT DELIVERABLES

Functioning as an extension of Crescent City Harbor District CREDE is committed to enhancing our understanding of ownership goals and financial metrics. We will assist you in meticulously planning the project to ensure its success.

As we do with our own deals, we break down each project into key phases. We assign specific team members to each phase who have the experience and local knowledge to help efficiently execute the specific scope requirements. Our goal through each phase is to decrease drag, facilitate the smooth execution of the project, and maximize its profitability and returns.

Below, we outline the details of our project deliverables and the estimated timeline for this initial phase of this project.

FEASIBILITY / HIGHEST AND BEST USE ASSESSMENT (ESTIMATED 90-120 DAYS)

The approximate monthly duration may vary. This duration may be longer depending on public agency-required studies. To determine the actual viability of the project, this will entail delivering to the Owner the following:

- Work with Ownership to understand goals, objectives, and financial metrics.
- Develop a general roadmap that includes key deliverables and milestones that align with Ownership goals and objectives.
- Create an environment of collaboration that assists in early problem-solving and work to flow towards a common objective. Create communication avenues to enable the free flow of information between all involved.
- Assist the Client in selecting, retaining, and coordinating the professional services of Architects, Civil Engineers, Geo technicians, surveyors, special consultants, and testing laboratories required for the Project.
- Manage and supervise the project's professional firms, design teams, and consultants:
 - Architects
 - Engineers
 - Consultants and Subconsultants
- Identify the project's General Contractor(s) to assist with budgeting purposes.
- Review the Client's financial package, including estimates for hard costs, soft costs, and financing costs. with the proposed capital structure of the current market.
- Prepare budgets and schedules for the project in planning, development, design, construction, completion, opening, operations, and asset management.
- Assist the Client in identifying the best capital market teams located in the Rancho Springs area.
- Assist the Client in selecting, retaining, and coordinating the professional services of surveyors, special consultants, and testing laboratories required for the Project.
- Identify and interview potential third-party property managers.



- Review feasibility documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and project delivery methods.
- Prepare an overall development schedule.
- Prepare an overall development budget.
- Identify the development team and required staffing.

FEES & SCHEDULE

We propose to provide the attached described services on a fee-based monthly agreement of the following:

FEASIBILITY / HIGHEST AND BEST USE: Hourly; Not-to-Exceed \$30,000 (Estimated 90-120 Days)

NOTE: Hourly rates are based on the attached standard rate schedule. Reimbursables will be billed at cost and may exceed the \$30,000 hourly billing.

Once feasibility services are completed and the Crescent City Harbor District team determines their preferred direction, CREDE will furnish Development and Construction Management services pricing and a detailed scope of work.

NEXT STEPS

CREDE's team is ready to work with the Crescent City Harbor District to develop an effective execution strategy for the Harbor Front project. With over 22 years of experience, our success stems from our ability to identify the proper steps and assemble a team of experts to implement plans efficiently. We will assist your team and oversee the entire process with the same dedication and attention to detail as if we were the investors. Our commitment to excellence ensures that we will deliver a strategic and impactful project that aligns with your goals and vision.

Thank you again from all of us at CREDE for the opportunity to earn your business and support. We look forward to working with you.

Sincerely,
CREDE

Colby Durnin CEO & Principal

Steve Opp, Managing Director



The terms of this agreement may be changed up the discretion and agreement of both Crescent City Harbor District and CREDE Construction Advisory, LLC.

Signature of both parties below indicates the acceptance of this proposal and entrance into a contractual agreement by both parties.

CREDE Construction Advisory, LLC

Crescent City Harbor District

Name: _____

Name: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EFFECTIVE JANUARY 1, 2024

The following standard rate schedule for fee agreements is valid for the current calendar year. Any changes in this rate of compensation or reimbursement shall be subject to a specific agreement between CREDE and the CLIENT.

Principal	\$625.00
Managing Director of Development	\$350.00
CFO	\$350.00
COO	\$290.00
Senior Development Manager	\$350.00
Development Manager	\$275.00
Senior Project Manager	\$225.00
Project Manager	\$185.00
Assistant Project Manager	\$125.00
Project Coordinator	\$115.00
Administration	\$110.00
Accounting	\$105.00
Scheduler	\$185.00

REIMBURSABLE EXPENSES

Shall be provided in accordance with the schedule attached. The following are examples of allowable reimbursable expenses and, if applicable, ordinary third-party costs and fees shall include:

- Owner’s Representative models and renderings requested and approved in writing by the Client
- Large-format reproductions, photocopying, printing, and plotting, including presentation boards. Rates charged to be compared to those charged by commercial specialist companies
- Presentation preparation costs, including binding and printing
- Drawings and Specifications
- Messenger delivery, overnight shipping, or postal charges for reports, drawings, and specifications
- Permits and fees required by Governmental Agencies
- Out-of-state travel, including mileage, lodging, meals, parking, and entertainment with Client’s prior approval
- Project-related meals
- Local transportation (at Federal Mileage Rate) to or from Job site

Allowable reimbursable expenses, receipts are required to be submitted with all invoices for reimbursable expenses. The following are not considered reimbursable expenses:

- Local telephone and facsimile charge
- In-house color or b/w printing (small format)
- Meals and entertainment unrelated to project meetings or special event

NOTE: Owner’s Representative shall not be compensated for any services performed that are outside the Scope of Services or over and above the Contract Sum, except to the extent such services are the subject of a written Change Order or Modification, signed by both the Client and Owner’s Representative before Owner’s Representative performing the Services.

Qualifications



DEVELOPMENT



PROJECT MANAGEMENT

CREDE is a full-service real estate Development company that provides Project Management services to its clients using the same approach we take on our direct investments. With two distinct divisions: Development and Project Management (Owner's Representation), CREDE's seasoned professionals provide clients and partners with on-the-ground guidance and expertise to efficiently execute all aspects of the development or redevelopment process.

Since 2001, CREDE's team has developed or repositioned thousands of assets nationwide. As both Developers and Project Managers, we are uniquely positioned to support our clients throughout an asset's entire life cycle. Our mission is construction oversight by optimizing its physical attributes and operational performance. With vast and diverse development and operational experience, as well as national and local market knowledge and relationships, CREDE is a true Real Estate Development company whose team brings vision, creativity, collaboration, and the ability to execute every project, regardless of the size, type, location, or stage of the project.

THE CREDE ADVANTAGE:

- National Bench strength to provide turn-key solutions
- Experienced team with a strong understanding of all asset classes
 - Industrial
 - Multi-family
 - Mixed-Use
 - Office
 - Hospitality
 - Healthcare
 - Education
 - Retail
 - Senior Living
- Approach to all projects from an owner and developer's perspective
- Provide a full-service personal touch like a boutique firm
- Awareness and execution of current and future industry trends
- A robust network of industry experts





DEVELOPMENT

CREDE is a private commercial Real Estate Development company that acquires, designs, develops, manages, and leases real estate properties in all asset classes, with a concentration in industrial and multifamily projects, in growth markets across mainland United States and Hawaii. As both a Developer and a Partner, we bring execution capabilities, grit, and persistence to our projects nationwide.

CREDE directs and supports the entire development process from the original concept to the completed structure(s). We have the incisive vision needed to source and develop distinctive projects from ground-up development to distressed property and reposition assets.





PROJECT MANAGEMENT

CREDE has the resources and experience necessary to step into a project at any point in its business plan. We are capable of changing course as necessary to maximize asset value or facilitate quick execution. Our goal is to ensure that our interests are aligned with ownership to help drive efficiency and performance. CREDE's team of experts take the same detailed approach to project management on all projects as if they were our investment deals, increasing the consistency and efficiency of the project's overall performance.

CREDE is integrally involved in every phase of the construction process through our hands-on management style. We understand construction from both the owner and contractor perspectives, allowing us to anticipate and solve problems before impacting the schedule and cost. We recognize that effective management of time, expenses, and changes are critical to a project's success. We can also leverage our experience as operators to ensure the physical use of space aligns with the owner's long-term business plan. This skill set also enables us to evaluate work done to date and adjust accordingly based on the business plan.

DEVELOPMENT ADVISORY SERVICES:

- Value Engineering
- Scheduling
- Financial Analysis
- Project entitlements and permits
- Business Plan Creation and Execution
- Financial engineering and sophisticated structuring
- Site Evaluation and Selection
- Market Research
- Analysis Detailed Cost Estimating



PROJECT MANAGEMENT SERVICES:

- Pre-construction project feasibility
- Long-range planning and entitlements
- Due diligence support and analysis
- Cost estimates, budgeting, and reporting
- Value Engineering
- Design development
- Contract oversight and compliance
- Disposition support
- Asset & Property Management services



STEPHEN OPP, RMO

PARTNER & MANAGING DIRECTOR OF MIXED-USE, MF & MPC



Stephen Opp serves as Partner & Managing Director of Mixed-Use, Multifamily, and Master Planned Communities at CREDE, specializing in urban infill, hospitality/residential mid to high-rise projects, and master-planned communities. In this role, Stephen oversees new and existing projects, bringing value and vision while guiding his teams from an executive level.

With over 25 years of experience, Stephen has expertly managed the entitlement and development of thousands of multi-family units, hotel keys, and residential units across North America, with a particular emphasis on mid to high-rise city center developments and destination communities. His expertise spans the entire real estate development pipeline, from large-scale residential/hospitality/mixed-use master-planned communities to light industrial and infrastructure projects. Stephen's multifaceted skills have enabled him to manage projects for both foreign and domestic clients, ranging from high net-worth individuals to Fortune Global 100 companies.

Before joining CREDE, Stephen worked as a development consultant for foreign corporations aiming to penetrate the US market or for other developers looking to grow their regional presence to a national footprint. Prior to his consulting career, he served as the special projects lead in a joint venture between Kajima Real Estate Inc. and The Austin Company. There, he oversaw underwriting and entitling, conducting executive-level due diligence for over \$3 billion in adaptive reuse and ground-up projects in Southern California. Earlier in his career, Stephen owned a multi-state construction firm, acting as RMO for the company and all its projects.

Stephen's unique understanding of the construction and real estate development process allows him to create value where others may not, making him an invaluable asset in the industry.

EXPERIENCE

20+ years of Development Management and Advisory Experience in Real Estate, Engineering, and Construction Services to both small businesses and Fortune 500 clientele.

Experience in Entitlements, Master-Planning, Modeling

Expert in project design through development stages of mixed-use projects

EDUCATION

Georgia State University, BS Business Management and Marketing

CERTIFICATIONS

Certified Responsible Managing Officer

SELECTED EXPERIENCE

MASTER PLANNING

Desert Park Master Plan Development - Thermal, CA

1.6 million square feet of competition and riding space, the Master Planned Desert International Horse Park is one of the largest equestrian facilities in North America. The space contains multiple facilities, race tracks, stables, and event spaces.

Branded Master Planned Community – North Carolina

Development of a Micro-Town master planned community heavily amenitized with over 5,500 residential homes.

HOSPITALITY/RESORT

Continental Hotel - Los Angeles, CA

12-story, 172-key, adaptive reuse boutique hotel with a speakeasy and two restaurants.

Cambria Hotel, Los Angeles, CA

15-story, adaptive reuse hotel with 180-keys

660 Figueroa - Los Angeles, CA

Redevelopment of 26 story office building to hotel

Commercial Exchange Building - Los Angeles, CA

Historic Redevelopment to Freehand Hotel

445 S Broadway - Los Angeles, CA

13 story, 150 key Hilton Hotel



STEPHEN OPP, Partner & Managing Director of Mixed-Use, MF & MPC
(Continued)

Hampton Inn/Hilton Curio

Hampton Inn is a 170 key hotel shared the podium with 383 key Hilton Curio hotels, 850 subterranean parking spots

Broadway Trade Hotel

175 key adaptive reuse historic building to hotel

Hyatt Regency Convention Center Hotel - Columbia, SC

20 stories, 300 key hotel

420 Camden Beverly Hills

Office to hotel conversion, 75 key boutique

9800 Sepulveda - Los Angeles, CA

275 key office to hotel conversion

Blaine Street - Los Angeles, CA

1,200 key hotel - Entitlements

Hyatt Place - San Gabriel, CA

10 story hotel

Hyatt Centric - Columbia, SC

12 story hotel, 150 keys

Hyatt House - Columbia, SC

7 story hotel, 125 keys

Columbus Street - Charleston, SC

175 key boutique Hotel, (8-9 stories)

Le Meridian - Arcadia, CA

9 story hotel and condo

Dual-Branded Hyatt - West Palm Beach, FL

16 stories, 234 keys

Burbank Hampton Inn and Suites Redevelopment - Burbank, CA

4 story hotel, 105 Keys

MIXED-USE

Olympia, Los Angeles, CA

Three towers over the shared podium with 200,000 SF retail, 2,313 parking spaces, 879 Apartments/ Condos, and 1,000 key hotel. 1.1M square foot total project



STEPHEN OPP, Partner & Managing Director of Mixed-Use, MF & MPC
(Continued)

5353 Crenshaw - Los Angeles, CA

170 unit apartments over 25,000 SF of retail

920 Fairfax - West Hollywood, CA

24 unit, 6 story commercial/residential condo

MULTI-FAMILY

Vara, Los Angeles, CA

315,000 SF, 21-story mixed-use project with 20,000 SF of retail, 161 luxury units, and a rooftop pool

Arris, Los Angeles, CA

30-story mixed-use project with 312-units and a rooftop pool

Nexen - Koreatown Apartments

228 units and 7 stories

717 Hill Street - Los Angeles, CA

20 story, 240 units apartment tower

4th & Broadway (Perla)

450 unit condo

Oak Knoll

72 unit, 10 story luxury apartments over three levels subterranean

Los Robles Apartments - Pasadena, CA

180 units, 5 stories

Riverstone Apartments - West Palm Beach, FL

9 stories, 374 luxury apartments - in construction now

Lake Merced Apartments - San Francisco, CA

722 unit redevelopment of apartments

SENIOR LIVING

Pacific Palisades Assisted Living

7 stories



DON WOOD

SENIOR PROJECT DIRECTOR



Don Wood brings 20+ years of construction management experience to the CREDE team. Mr. Wood has proven his consistency in successfully implementing and managing the development of multifamily, mixed-use, and hospitality projects. The senior developer has experience in the Owner’s representation for due diligence, facilitation in Design Team contracts, schedules, project design, pre-construction negotiation, and managing budgets. His wide range of construction trade experience and responsibilities allows him to bring his knowledge onto a job, play a key role during the pre-construction phase, and develop RFP Proposals and work through the construction phase and project acceptance by the jurisdiction.

Before joining CREDE Construction Advisory Services, Mr. Wood served as a Principal for Landmark Development Services. As a Principal, he directed the company’s construction management for commercial retail, office, medical and industrial projects in Southern California. He also helped provide construction and development services for clients in the multi-housing and residential foreclosure market. He also worked as a development manager for The Koll Company, where he implemented and managed the development of office and development projects.

EXPERIENCE

20+ years of construction management experience

EDUCATION

University of the Pacific, Stockton, BA - Communications

CERTIFICATIONS

OSHA Training, Construction Safety & Health Training Course

LICENSE

B License #943453, California Contractors State License Board

SELECTED EXPERIENCE

RETAIL

Stater Bro's Riverside Plaza - Riverside, CA

49,478 SF location with full repositioning of an older K-mart localization that a Ross and Autozone anchor as adjacent tenants.

Grocer (Confidential) - Studio City, CA

New-build grocery store construction project with a total of 35,077 SF on podium deck with 152 structured parking spaces below. Additional retail front of 2100 SF located at the front of the podium deck.

Citrus Landing - Riverside, CA

The project included 95,000 sq/ft of retail space anchored by a 49,000 sq/ft Stater Brothers. Additional existing building was separated into multiple units including a drive through Panda Express.

RESIDENTIAL

Park Avenue Residences - Salt Lake City, UT

Located 10 minutes from downtown Salt Lake City in the neighborhood of Sugar House, the Park Avenue Development Project is a 9.5 Acre transit-oriented development project, which includes a 238-unit (163,000 SF) multi-family development, a 150,000 SF Class A office building, and a 170,000 SF health center for the University of Utah. Developed in conjunction with Westport Capital Partners and Cottonwood Residential, the development project sits on the former Shopko site.

Berkeley Plaza - Berkeley, CA

450-unit high-rise multi-family tower with 35,000 SF of retail space located in the heart of Berkeley, California.

Millcreek / Richmond - Salt Lake City, UT

328 apartment units with three parking levels: one below grade and two above. There are five (5) levels of residential units and a rooftop deck.

Broadway Apartments - Salt Lake City, UT

254 apartment units with two parking levels: one below grade and one above. There are five (5) levels of residential units and a rooftop pool deck.



DON WOOD, Senior Project Director
(Continued)

Nexus on 9th - Salt Lake City, UT

The mixed-use property includes 29 units with balcony and or rooftop patios; and 48,000 SF of retail space with a subterranean parking structure.

HOSPITALITY

Legado Redondo Beach - Redondo Beach, CA

6 Acres – Multi-Use - 113 Units above 2 Levels Parking, 20k Retail, 110 Key Hotel

The Montage Resort - Laguna Beach, CA

\$90 million, renowned destination resort. 38-acre site development including resort, city park, and residential.

INDUSTRIAL/OFFICE

Koll Center - Calabasas, Industry, and Ontario, CA

Three industrial office buildings with a cost totaling \$72 million. The largest Koll Center in Ontario is 190,000 SF.

Rodeo Road - Los Angeles, CA

\$12 million, 3-acre, creative office building redevelopment.



GINA WIECZOREK

SENIOR PROJECT MANAGER



Prior to joining CREDE, Gina was the Principal of Casitas Development Services, a privately owned construction management and real estate development consulting firm involved in all phases of the design, permitting, and development process. Thoughtful and architecturally significant design, from the facade to the interiors, is always a key component to all projects Gina undertakes.

Prior to starting Casitas, Gina previously worked as a Development Director at Urbaneer Investment Partners. As a Consultant to Urbaneer, Gina provided over 15 years of overseeing strategic initiatives, development, and construction management experience on numerous commercial, retail and multifamily projects nationally. While working with Urbaneer, Gina provided the team with seasoned project management experience delivering high-quality projects on schedule and under budget. She specializes in multifamily development and has project-managed mid-rise and high-rise projects in both LA and New York.

EDUCATION

Bachelors of Science - California
Polytechnic State University - San Luis
Obispo

Masters of Business Administration -
New York University

AFFILIATIONS

- ULI Member
- Co-Chair of Programs Committee
- LA DC Advisory Board member
- NEXT member
- Housing Council member
- REACH Mentor
- Small Scale Development Product Council member

SELECTED EXPERIENCE

399 Park Ave Commercial Tower Repositioning - New York, NY

\$1B+, 1,700,000 sq/ft, office tower. Managed commercial redevelopment of a \$1B+ Class A 1.7M sf office tower located on a block long parcel on Park Avenue. Developed project schedule and phasing plans including setting milestone dates for all facets of construction including façade reskin and renovation of a 40-story building, new construction of glass jewel box and outdoor amenity spaces, lobby renovations and white box interior spaces; ensured project completion within budget, schedule and in conformance with specifications.

Friends Seminary - New York, NY

\$60M, 83,000 sq/ft, educational facility. Landmark façade restoration (1852 vintage), New 29K sq/ft school addition, garden terrace, addition of great room and theater space to existing building. Oversaw the following trades: excavation and shoring, steel, concrete, historic window replacement, cornice and eyebrow restoration, masonry restoration, roofing, façade cladding, skylights, ornamental metals, carpentry, painting, excavation and shoring, stone and tile, hardscape, acoustical, theater seating trades including drafting scope and awarding contracts; coordinated all activities among the subcontractors and the design team.

Rancho Badillo Ground-Up Market Rate Apartments - Covina, CA

28 Units.

Melrose Ave Ground-Up Market Rate Apartments - Los Angeles, CA

52 Units.

National Blvd and Wesley Adaptive Reuse Creative Offices - Culver City, CA

28,000 sq/ft.

E 3rd Street - Long Beach, CA

13 Units.

Ocean Blvd Adaptive Reuse and Ground-Up Apartments - Long Beach, CA

263 Units.

Belleview Ave - Los Angeles, CA

19 Units.

Gilmore Ave - Los Angeles, CA

4 Units.



GINA WIECZOREK, Senior Project Manager
(Continued)

N Harvard Ave - Los Angeles, CA

8 Units.

Westmoreland Ave - Los Angeles, CA

16 Units.

York Avenue - Los Angeles, CA (Theater Renovation Project)

10,000 sq/ft.

DeLongpre Apartments - Los Angeles, CA

68 Units.

Edgware Ave - Los Angeles, CA (HPOZ)

Two Bungalows. 5 Units.

Virgil Ave - Los Angeles, CA

Commercial Repositioning Project. 9,000 sq/ft.

Linden Ave - Long Beach, CA

10 Units + 2 ADU's.

Granada - Long Beach, CA

5 Units



JOE KILAR

MANAGING DIRECTOR - OPERATIONS



Joe Kilar has over 30 years of construction experience in both the Domestic and International markets. His expertise centers on the planning and delivery of a diverse set of construction and development projects through practical management in a way that ensures efficient usage of time and resources. He has consistently shown skills in program management, creating and following policies and procedures, process improvement, design planning, development of strategic goals, solution management, status and reporting, and an outstanding ability to lead.

As the Chief Operating Officer of the Construction Advisory Services Division at CREDE, Joe is responsible for providing his vast experience in all areas of our operations. His hands-on approach and commitment to each project will ensure that the proper staffing and resources are available as required and in a timely manner.

The breadth of his experience includes healthcare, pharmaceutical, hospitality, residential, commercial, transportation, education, and sports facilities.

Prior to joining CREDE, Joe was Executive Vice President and Head of Global Construction for Samsung Construction and Trading and was responsible for their work in the Middle East. Prior to moving to Samsung Joe was Chief Operating Officer for EMAAR Economic City at King Abdullah Economic City in Saudi Arabia.

EDUCATION

Worcester Polytechnic Institute,
Massachusetts, BS - Civil Engineering

AWARDS

Robert H. Goddard Alumni Award for
Outstanding Professional Achievement

EXPERIENCE

25+ years of progressive leadership in
domestic and international business
development projects.

20+ years working at a Senior Level
Executive, directing operations and
coordinating construction efforts for
multiple high-level projects, including
projects with an estimated
development cost of up to \$27B.

SELECTED EXPERIENCE

Phoenix Battery Lofts - Phoenix, AZ

The Battery, \$63 Million, Traditional. As the COO for CREDE, Joe oversaw the construction of a 278 Unit multi-family apartment building with a rooftop pool, BBQ, fitness center, and multiple floor amenities. The project consisted of two 5 story buildings on opposite sides of Buchanan street in the warehouse district of Phoenix, AZ. CREDE led the construction from the owner to take over the project through construction.

Three Sixty West Worli Development, Mumbai

\$800M. One 82-story residential tower and one 60-story tower including a RitzCarlton Hotel and 30-stories of residential apartments.

Eterna and Enigma Towers Development, Mumbai

\$310M. Project made up of six, 62- 64-story residential towers including threebasements and seven podium levels with an overall development area of 6,050,000SF.

Sky City Development, Borivali, Mumbai

\$375M. Eight 60+ story residential towers, a 200-key hotel tower, and a retail Mall. Currently the first phase of five residential towers are under construction.

Centre Pointe Hotel & Infrastructure and Hilton Homewood Suites Hotel - La Quinta, CA

This \$21.8 million Centre Pointe Development Project consisting of general contracting services is located in La Quinta, California. The project consists of 46 acres of infrastructure and site improvements, including Seeley Drive, a park, several building pads for future restaurants, and 120,000 square feet of medical office buildings. Turner will also be building a three-story wood-framed Hilton Homewood Suites hotel with 129 rooms and meeting rooms. The project was awarded primarily due to the pre-construction effort of Turner over the last year.

JOE KILAR, Managing Director - Operations
(Continued)



ADDITIONAL EXPERIENCE

Ironwood Country Club - Palm Desert, California

Turner provided Preconstruction Services for the Ironwood Country Club renovation project located in Palm Desert, California. The project consists of the renovation of the 38,000 square foot Clubhouse, consisting of a golf pro shop, a kitchen, a bar and lounge, an expanded golf cart barn, locker rooms, dining, card rooms, outside terraces, administration offices, and an outdoor barbecue area. The renovation of the 10,000 square foot Sports Center, which contains a tennis pro shop, lounge, kitchen, fitness/aerobics area, locker rooms, offices, massage rooms, and additional site work. The project also includes a 2,200 square feet addition to the Spikes Building, which is a halfway house, consisting of a kitchen, dining and lounge area.

The Moda Center - Portland, OR

The Moda Center Arena for The Portland Trailblazers, \$262 Million, Traditional. As the Construction Manager on the project, Joe Kilar helped build the home of the Portland Trailblazers, The Moda Center. The 785,000 sf arena holds 21,485 spectators and sees use in various sports and events: hockey, monster trucks, circuses, etc. Joe assisted in full-service Design Management, Project Management, and Construction Management.

Loma Linda University Medical Center - Loma Linda, California

The project is a non-disruptive seismic retrofit of the Main Hospital Building of Loma Linda University Medical Center (Buildings A, B, and C) demonstrating minimally disruptive laser technology for concrete cutting and coring. Building B is approximately 91,500 square feet and Building A&C is 493,000 sq. ft. in area. The upgrade project is designed to meet Senate Bill 1953 requirements for the structural performance category 2 (SPC 2), and non-structural performance category 3 (NPC 3). This strengthening will permit the operation of Buildings A and C for acute-care purposes beyond the year 2008, until 2030.

Eisenhower Medical Center - Rancho Mirage, California

The Eisenhower Medical Center - Annenberg Pavilion is a new five-story 250,000 sq. ft. Patient Care Tower that will accommodate 126 beds. The project is located in Rancho Mirage, CA, and has a construction volume of \$115M. Also included is a four-story connector bridge that will link the new Annenberg Pavilion to the existing hospital. Turner Construction Company is providing Preconstruction Services that include cost analysis, constructability reviews, and scheduling services. At the conclusion of the two-year preconstruction assignment, Turner will be performing General Contracting services for the construction of this facility.

Connexion at Farrer Park - Singapore

Connexion is a fully integrated healthcare and hospitality facility with 220 beds, 18 operating theaters, 10 floors of medical office suites, and a 250 room Luxury Hotel. Completed in 2014.

Palm Springs Convention Center Expansion, Phase II - Palm Springs, CA

The Palm Springs Convention Center project development commenced in March 2003, through Bidding in February 2004. Project Construction commenced in April 2004 and will be completed in August 2005. Expansion Phase II is made of structural steel with metal stud and EFIS, plaster exterior, and masonry. The center will include an exhibit hall expansion of 36,000 sq. ft., and new ballroom and pre-function area of 60,000 sq. ft. with exterior covered stone canopies totaling 26,000 sq. ft., and an expansion of the central plant, new MEP equipment rooms and services, new administration building, loading dock, and complete site work. The challenges will include coordination of the existing occupied facility and MEP systems during the expansion and construction.



COLBY DURNIN

CHIEF EXECUTIVE OFFICER



Colby Durnin is the founder and CEO of Commercial Real Estate Development Enterprises (CREDE). Founded in 2001 while working with Oaktree Capital Management, Mr. Durnin and CREDE developed and redeveloped more than 100 projects, including all asset classes, spanning 15 states and 5 countries. Mr. Durnin holds a BA from the University of San Diego and an MBA from the University of Hawaii; he is a licensed California, Nevada, and Texas Real Estate Broker. Mr. Durnin is a member of YPO and on the executive committee of their real estate network, a council member of the Urban Land Institute, ICSC, and the Team 100 Foundation. Mr. Durnin's projects have received various awards, including:

- 2019 Utah CCIM Development of the Year for the University of Utah Healthcare Center
- 2019 Utah CCIM Transaction of the Year for The Zeller Apartments
- 2018 Utah Construction and Design Most Outstanding Multi-Family Project for The Zeller Apartments
- 2018 AGC Best Multi-Family Residential/Hospitality Project of the Year for The Zeller Apartments
- Portland Business Journal – Transformer Award for Town Storage Office 2018
- NAIOP Portland 2018 Development of the Year, 2nd place for Town Storage Office
- 2018 Demuro Award for Excellence in Preservation and Reuse for Town Storage Historical Building
- NAIOP Portland 2018 – Best Lease Transaction for Town Storage Office Autodesk
- NAIOP Best of the Bay 2014 – Best Investment Transaction for 1019 Mar-ket Street with Zendesk as the Tenant



THOMAS REITER

PRESIDENT

Thomas Reiter joined CREDE in 2015 as a Principal and serves as its President and runs the Development Division. Prior to working with CREDE, he was a Principal in commercial real estate development ventures and a partner in a private equity fund. Previously, Mr. Reiter was the Chief Investment Officer for two family offices in Southern California. Mr. Reiter managed, sourced, structured, and developed real estate projects, private equity holdings, public securities, and oil, and gas investments in those positions. He was instrumental in raising debt and equity, structuring investment agreements, introducing strategic partners, and executing the respective business plans. During his tenure, he developed and/or managed real estate holdings in over 20 states in a wide array of asset classes, including hospitality, industrial, multi-family, office, quick-serve restaurants, and retail.

Mr. Reiter started his career with Ernst & Young and KPMG where he focused on capital market transactions in the US and Europe, assisted companies with mergers and acquisitions, SEC transactions (IPO's and secondary offerings), and CMBS bond offerings.

Mr. Reiter holds a Bachelor of Science from St. Cloud State University and is a recipient of San Diego's "40 Under 40" honor in 2009. He is a member of NAIOP and ULI.



Deer Valley Ski Resort

Deer Valley, UT

The master plan project for the Deer Valley Ski Resort encompasses the development of 3,700 acres of new terrain, the installation of 16 new ski lifts, including a state-of-the-art 10-passenger gondola, and the creation of a new Village area.

The new village is slated to have over 800 hotel rooms across multiple properties, nearly 1,700 residential units, 250,000 sq/ft of retail and commercial space, and 68,000 sq/ft for recreation center.

Key Features Include:

- 3,700-acres of new terrain
- 800 hotel rooms
- 250,000 sq/ft of retail and commercial space

Future Legends Sports Complex

Windsor, CO

Future Legends Sports Complex is a 118-acre master-planned sports park and retail development project. Master planning for this project included the site planning, zoning, entitlement, public/private partnership with the Town of Windsor, budgeting, proformas, formation of two (2) Special Districts and the issuance of \$29 million of tax exempt bonds for development funding for a minor league baseball/soccer stadium, three (3) hotels, a 900 bed dormitory, 40,000 sq/ft of commercial space, a domed (inflatable) structure for indoor sports as well as 18 additional ball fields for baseball, soccer, and lacrosse.

Key Features Include:

- 118-acre master-planned sports park
- 40,000 sq/ft of commercial retail space
- Minor league baseball/soccer stadium





Palm Beach Riverstone

West Palm Beach, FL

Palm Beach Riverstone is a new development that includes a 9.21-acre land acquisition, entitlements, and zoning changes to provide for Phase I construction of an eight-story, mid-rise mixed-use multi-family complex. The project includes a 75,000 sq/ft hotel, 374 multi-family residential units, and a 6,000 sq/ft parking garage. The property is located in West Palm Beach, Florida at the intersection of the I-95 Freeway and the 2300 block of 45th Street, just two miles from the Intercoastal waterway and Palm Beach.

Key Features Include

- 374 multi-family units
- 433,576 sq/ft
- 6 story parking garage
- 75,000 SQ FT hotel

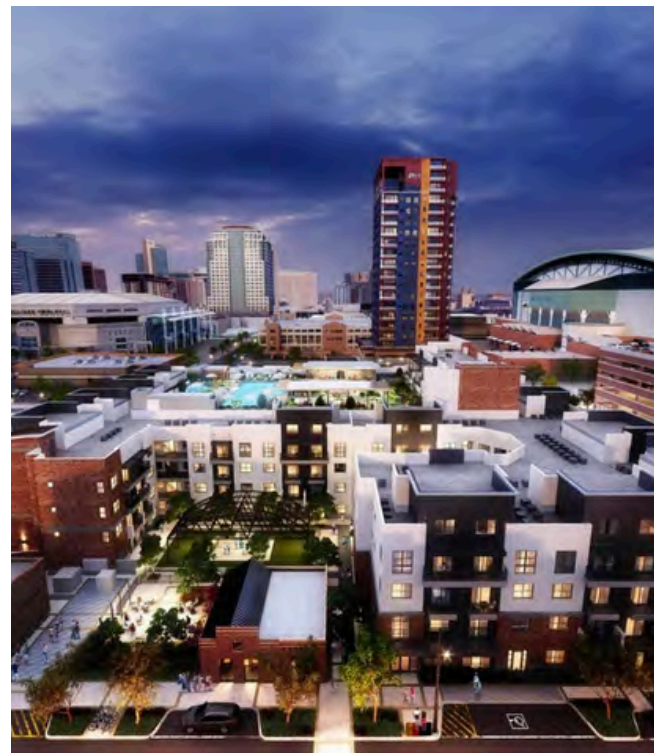
The Battery Lofts

Phoenix, AZ

Our team is currently providing project management services as the Owner’s representative for this high-end and loft housing development for JMA. Services include project management, jurisdiction approvals through design and occupancy, raising equity, and managing the tax abatement plan with the City of Phoenix. The project includes 276 multi-family residential units and 4,500 sq/ft of retail space.

Key Features Include:

- 276 multi-family units
- 4,500 sq/ft retail space
- Direct adjacency and access to Chase Field, home to the Major League Baseball team the Arizona Diamondbacks.





Village Square

Las Vegas, NV

Village Square Las Vegas is a popular lifestyle center located in the suburb of Summerlin, Nevada, offering a variety of dining, entertainment, shopping, and health and fitness services. The center was originally built in 1998, and in collaboration with Westport Capital Partners, CREDE successfully executed the center's redevelopment in 2014.

The Commercial tenant improvements involved redeveloping the two-story, 57,000 sq/ft center featuring retail and office space. The site comprises eight buildings spread across 19.62 acres, totaling 243,823 GSF.

Key Features Include:

- 57,000 sq/ft of Retail and Office Space
- 8 Buildings
- 19.62 Acres

Kaleidoscope

Mission Viejo, CA

Kaleidoscope is a 243,000 sq/ft retail mixed-use development at the intersection of Crown Valley Parkway and Interstate 5 Freeway in Mission Viejo, CA. The center features several national tenants, including Union Market, Edwards Cinemas, LA Fitness, and Burke Williams Spa.

The commercial tenant improvement project included adding creative office suites, refurbishing outdoor seating, and enhancing the family-friendly public activity areas.

Key Features Include:

- 243,000 sq/ft of Retail and Office Space
- 3 Level Parking Structure
- Outdoor Seating and Activity Areas





Outrigger Resort and Spa

Keauhou, Kona, HI

Outrigger at Keauhou Bay boasts 509 rooms and suites, providing a unique fusion of adventure, culture, heritage, and hospitality. Nestled overlooking Kailua-Kona's manta ray coastal feeding grounds, the hotel offers convenient access to Kona Coffee farms and snorkeling adventures.

The Property Improvement Plan (PIP) for the Outrigger Kona Resort and Spa included renovating guest rooms, guest corridors, public areas, the chapel building, multi-level pool areas, meeting rooms, convention center, and the V-47 Club Lounge

Key Features Include:

- 509 guest rooms and suites
- Multi-level pool areas
- 100,000 SF of outdoor space

Hotel King Kamehameha

Kailua-Kona, HI

The newly renovated Courtyard King Kamehameha's Kona Beach Hotel is situated on a white-sand beach with direct access to many water activities, including catamaran tours, parasailing, onsite water sport rentals, and cabana and daybed rentals.

The beachfront hotel features 452 newly renovated guest rooms and suites, complete with new island-inspired décor, modern amenities, spacious lanais, and sparkling ocean views. The Big Island hotel is located in the heart of downtown Kona, where you will find dozens of shops, restaurants, and local artisans nearby.

Key Features Include:

- 452 guest rooms
- Infinity pool
- Private balcony's





Long Beach Renaissance Hotel

Long Beach CA

Complete PIP for the 374-key Long Beach Renaissance Hotel. The property improvement plan included the redevelopment of the building exterior, public spaces, and food and beverage outlets.

The project also included improvements to the recreation facilities, retail spaces, 21,000 sq/ft of function spaces, guest accommodations, property systems, fire protection, life safety systems, and hotel plumbing.

Key Features Include:

- 374-key hotel
- Redevelopment of all hotel areas including guest accommodations, building exterior, and retail
- 21,000 sq/ft of function space redevelopment

Fort Sutter Hotel

Sacramento, CA

The Fort Sutter Hotel is a boutique 105 room Hilton Tapestry hotel located in midtown Sacramento currently scheduled for completion in September 2020. The hotel will focus on serving visitors to the adjacent B Street Theatre and Sutter Hospital and features a restaurant with a commercial kitchen, lobby bar and fireplace, outdoor patio, fitness center, and meeting spaces.

Key Features Include:

- 6,000 SF restaurant and commercial kitchen
- Upscale lobby and bar including fireplace and outdoor patio seating
- 68,000 GSF





WestMac 303

Glendale, AZ

WestMac 303 consists of two dock-high distribution buildings, Building A and Building B, of approximately 800,000 and 180,000 SF respectively, on an approximately 55-acre site. The site is located east of Loop 303, at the southwest corner of Glendale Avenue and N. Sarival Avenue, in Glendale, Arizona.

West Building A - East Building B, consists of two, cold dark-shell, dock-high distribution buildings totaling approximately 980,000 SF and will be constructed of load-bearing title-up concrete wall panels and a steel roof framing structure and panelized wood roof system. Clear height will be 40-ft for Building A and 32-ft for Building B with a typical bay spacing of 56-ft. Mechanical improvements for the shell will be limited to the fire-pump cooling and ventilation system.

Skechers Distribution Center

Moreno Valley, CA

Led by Principal, Tarek El-Maissi while with a previous employer, the Skechers Distribution Center is the largest distribution project in the history of Moreno Valley. Working closely with developer Highland Fairview, construction included more than 40 acres (56 football fields) of concrete construction, 280,000 square feet of solar power generation systems on the roof, and water-efficient and drought-tolerant landscaping that reduces irrigation by 50 percent. With a tight schedule and a multitude of subcontractors, the project received LEED Gold Certification.

Key Features Include:

- LEED Gold Certification
- 280,000 sq/ft Power Generation System
- 40 acres of concrete construction.





Forum Self-Storage

Fort Myers, FL

CREDE is the General Partner and Developer of a 100,000 square feet self-storage facility operated by Extra Space. Key features include cylinder locks for unit security, sturdy moving carts for heavy items, a convenient loading dock with a covered bay, multiple entrance gates for traffic flow, elevators for upper-level access, and wide-drive aisles for large trucks. These elements ensure efficient operations and safety for both construction and future facility users.

Key Features Include:

- 100,000 sq/ft self-storage facility
- Cylinder locks required for units
- Elevators for upper-level access, and wide-drive aisles for large trucks

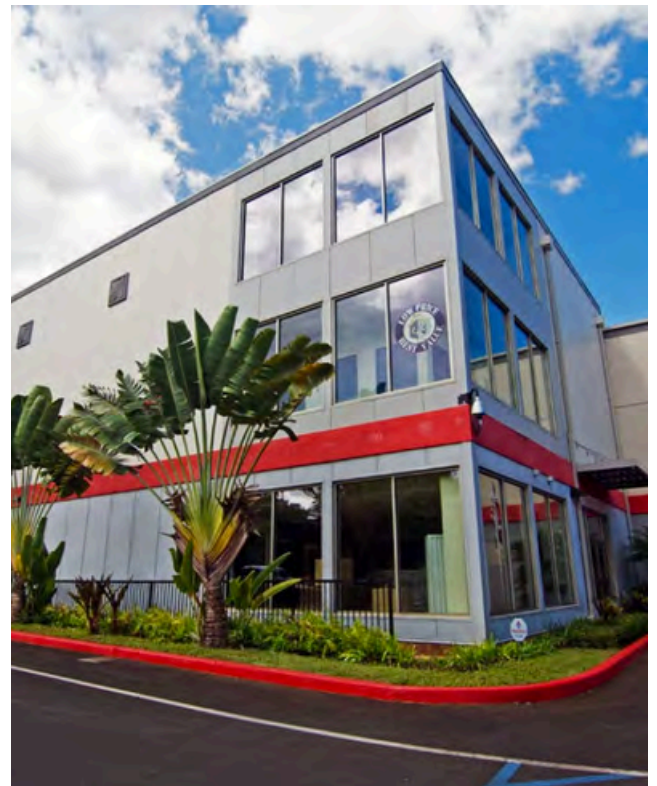
Poipu Beach Self-Storage

Kauai, HI

CREDE is leading the development of a groundbreaking storage facility on Kauai Island, Hawaii. Spanning 110,000 square feet across three single-story buildings and one three-story building, this project aims to redefine storage solutions for residents and businesses. With meticulous attention to detail, CREDE is committed to delivering a state-of-the-art complex that seamlessly blends with the island's natural beauty while meeting the community's diverse needs.

Key Features Include:

- 110,000 sq/ft storage facility
- Three single-story buildings and one 3-story building
- Planned at 675 units





Hoku'ula Single Family Development

Maui, HI

\$146M. CREDE and the CDG Maui group collaborated to create and build a residential community in upcountry Maui consisting of 196 build-to-rent homes, both attached and detached ohanas, and an onsite sewage treatment facility.

The project offers six floor plan options, each with 4 bedrooms and either 2 or 3.5 baths. Residents of the community enjoy views of Central Maui and Paia, have access to three nearby parks, and the streets are adorned with Japanese fern trees.

Key Features Include:

- \$146 million project
- 196 homes
- Onsite sewage treatment facility

Sandpiper Pointe Community

Deerfield Beach, Florida

\$12.3M, 22-acres, 198-unit townhome community. The team oversaw the purchase, design, entitlement, and construction of a 198-unit townhome community on a portion of a defunct private golf course. This process included the abatement of contaminated soils and groundwater through an EPA-sponsored Brownfield program yielding reimbursement for cleanup efforts through tax credits along with negotiations with numerous surrounding community groups.

Key Features Include:

- \$12.3 Million
- 22-acres
- 198 units





Corporate Office
(949) 542-4400
www.credgroup.com



DEPARTMENTS

Development

Nicole Jorenby
(949) 542-4420
nicole.jorenby@credgroup.com

Project Management

Joe Kilar
(949) 222-1032
joe.kilar@credgroup.com



3. New Business

- e. Consider and Vote to Approve Amendment to a Lease with Port O' Pints Brewing Company LLC, to Expand the Leased Premises.**

Public Comment?

FIRST AMENDMENT TO LEASE

LANDLORD: CRESCENT CITY HARBOR DISTRICT, a special district pursuant to the California Harbors and Navigation Code
TENANT: PORT O’ PINTS, a California limited liability company
LEASE DATE: December 23, 2023

This FIRST AMENDMENT TO THE LEASE ("**First Amendment**") is dated, for reference purposes only, as of August __, 2024, by and between by and between the Crescent City Harbor District ("**Landlord**"), a Special District organized pursuant to the California Harbors and Navigation Code, and Port O’Pints Brewing Company, LLC, a California limited liability company ("**Tenant**"), whose address is 1215 Northcrest Dr, Crescent City, CA 95531. Landlord and Tenant are sometimes herein referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, Landlord entered into that certain Lease dated December 23, 2023 (the "**Lease**"), for certain real property located at 201 Citizen Dock Rd, Crescent City, County of Del Norte, State of California, more particularly described in the Lease as the leased premises (the "**Premises**");

WHEREAS, as required under Section 13238.1, Title 14, California Code of Regulations, and Section 30624.7 of the Coastal Act, the Tenant obtained a Coastal Development Permit De Minimus Waiver (No. 1-24-0228-W) ("**Development Permit**") from the California Coastal Commission to make proposed modification to the Premises to convert it from a retail store to a game room and taproom; and

WHEREAS, pursuant to the terms of the Development Permit the Landlord and Tenant now wish to enter into this First Amendment in order to amend the Lease to expand Surrounding Area, including the patio area, the Premises to allow for three food trucks;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENT

- 1. The above Recitals are accurate and hereby incorporated into this First Amendment.
- 2. Section 1.1 of the Lease is hereby amended to read in full as follows:

“1.1 Leased Premises. The leased premises ("**Premises**"), located at 201 Citizens Dock Rd, Crescent City, California are shown on **Exhibit A** and consist of all of the following:

- (a) A building ("Building") of approximately 4,780 square feet;
- (b) A surrounding area ("Surrounding Area") of approximately 3,600 square feet (60' x 60') behind the building;
- (c) The exclusive use of a twenty (20) foot long metal storage container located at the back of the Premises building;
- (d) Parking Spaces - 12 parking spaces designated and reserved for the Tenant's use for the duration of the Lease are as shown in **Exhibit A.**"

3. Exhibit A of the Lease is hereby replaced in its entirety with the new Exhibit A which includes the expanded Surrounding Area and is attached hereto.

4. Section 1.2(a) of the Lease is hereby amended to read in full as follows:

"The Base Rent due monthly is \$3,000.00."

5. Section 1.2(b) of the Lease is hereby amended to read in full as follows:

"The Additional Percentage Rent due monthly is 6% of gross receipts collected by Tenant, and 6% of gross receipts collected by any authorized sublessee."

6. Section 3.1 of the Lease is hereby amended to read in full as follows:

"3.1. Rent. Tenant shall pay Landlord in advance without notice, demand, or setoff, a monthly rent during the Term hereof in the total amount determined at the rates specified in Section 1.2 for the area leased (the "**Base Rent**") at the address of Landlord stated in the Lease or at another location Landlord may designate. Tenant shall pay an additional monthly percentage rental amount during the Term in the total amount determined at the percentage rates specified in Section 1.2 for the area leased (the "**Additional Percentage Rent**"). Tenant further has the obligation to ensure that any authorized sublessee pay Landlord the Additional Percentage Rent in the total amount determined at the percentage rates specified in Section 1.2 All Rent is payable in advance on the first day of each month. If the Term of this Lease commences on a day other than the first day of the month, Rent for the first month of the Term shall be pro-rated."

7. Section 9.1 of the Lease is hereby amended to read in full as follows"

"9.1. Tenant shall not permit the Premises to be occupied or used by any person other than Tenant, its agents and employees without Landlord's prior written consent to such operation or use. Tenant shall include a provision in any authorized sublease requiring the sublessee to pay to Landlord Additional Percentage Rent of 6% of gross receipts collected by sublessee each month. Lease may not be assigned nor the Premises sublet by Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall not be released from any obligations under this Lease due to any assignment or subletting."

8. **Integration of this Amendment and the Lease.** This First Amendment and the Lease shall, for all purposes, be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms of this Amendment shall control and prevail. Except as expressly defined herein, all terms which are defined in the Lease shall have the same meaning in this Amendment.

9. **Authority.** Tenant and Landlord each represent and warrant to the other party that each individual executing this First Amendment on behalf of Tenant or Landlord, respectively, is authorized to do so.

10. **Effect of Amendment.** Except as expressly modified or amended by this First Amendment, the Lease and all terms, covenants, and conditions contained therein shall remain unchanged and in full force and effect.

11. **Entire Agreement.** This First Amendment and the Lease, including all previous written amendments and extensions thereto, represent the final and entire agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent, or contemporaneous oral communications or agreements of the Parties.

12. **Severability.** In the event that any term, phrase, clause, sentence, section or other portion of this Agreement shall become or be held to be illegal, null or void, or against public policy, for any reason, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

13. **Modification.** No amendment or modification to the Lease, as amended, shall be valid and binding unless in writing and executed by both Parties hereto.

14. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument.

[signatures on following page]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO LEASE
BY AND BETWEEN THE CRESCENT CITY HARBOR DISTRICT AND
PORT O' PINTS BREWING COMPANY, LLC**

TENANT:

LANDLORD:

Port O'Pints Brewing Company, LLC

Crescent City Harbor District:

By: _____
John Kirk, M.D.

By: _____
Tim Petrick, CEO/Harbormaster

Approved as to form:

Approved as to form:

By: _____
[Authorized Signatory]

By: _____
Ruben Duran, General Counsel



3. New Business

- f. Acknowledge 2023/2024 Report of the Del Norte County Civil Grand Jury.**

Public Comment?

July 16, 2024

To: Board of Commissioners
Crescent City Harbor District
101 Citizens Dock Rd.
Crescent City, CA 95531

From: The Del Norte County Grand Jury
Foreperson Tamra Fallman-Berling

Dear Commissioners,

Enclosed are (1) this letter, (2) instructions to help with your response to the Grand Jury Final Report for 2023-2024, and (3) an attached copy of the report.

Under California Penal Code section 933(c), as the governing body of a public agency, your response to the Findings and Recommendations are required. Please submit your responses within 90 days of the initial publication in accordance with the instructions below, which is currently scheduled for publication on July 22, 2024.

INSTRUCTIONS FOR RESPONDING TO GRAND JURY REPORT

The written response of each named respondent will appear in a publication to the citizens of Del Norte County. Each must include the name of the Grand Jury Report along with the name and official title of the respondent.

California Penal Code Section 933.05 mandates specific requirements for responding to grand jury reports. Before preparing an official response, carefully review the Penal Code and note the pertinent provisions outlined below. Each respondent must use the formats below for responses to each separate finding and recommendation identified above.

Please pay close attention to required explanations and time frames. Incomplete or inadequate responses will likely prompt further investigative inquiries by the grand jury and/or the court.

RESPONSE TO FINDINGS

Response: Review California Penal Code section 933.05 (a) (1) and (2).

Respondents must specify one of three options for each finding:

1. Respondent agrees with finding,
2. Respondent disagrees wholly with finding, or
3. Respondent disagrees partially with finding.

If respondent uses option 2 or 3 then the response must specify the portion of the disputed finding along with a clear explanation.

RESPONSE TO RECOMMENDATIONS

Response: Review California Penal Code section 933.05 (b) (1) - (4).

Respondents must specify one of four options:

1. Recommendation has been implemented
2. Recommendation has not been implemented but will be implementing noting a timeframe
3. Recommendation requires further analysis or study noting a timeframe not to exceed six months from date Grand Jury Report was issued
4. Recommendation will not be implemented because it is not warranted or reasonable, with an explanation.

TIME TO RESPOND

The California Penal Code section 933(c) specifies the following response times.

Public Agencies

The governing body of any public agency (also referring to a department) must respond within 90 days from the release of the report to the public.

Elective Officers or Agency Heads

All elected officers or heads of agencies/departments are required to respond within 60 days of the release of the report to the public.

FAILURE TO RESPOND

Failure to respond as required to a grand jury report violates of California Penal Code Section 933.05 and is subject to further action that may include additional investigation on the subject matter of the report by the grand jury.

WHERE TO RESPOND

Responses must be deposited in Mailbox #1 of the Courthouse mailboxes, located in the main lobby of the courthouse, located at 450 H Street, Room 209, Crescent City, CA, and by e-mail in care of Judicial Assistant Judy Reynolds at judy.reynolds@delnorte.courts.ca.gov

with a Word or PDF document file to facilitate economical and timely distribution.


Tamra Fallman-Berling, foreperson
Del Norte County Grand Jury, 2023-2024

**Del Norte County
Civil Grand Jury
2023/2024
Crescent City Harbor District
Staff Use of Credit Cards and Compliance with Annual Audit Requirements**

DISCLOSURE

For the purposes of maintaining the integrity of the Grand Jury and to avoid any possible appearance of conflict, any Grand Jury member may voluntarily recuse themselves from the investigation and ensuing report of a particular subject. Grand Jury member Diane Rykken, accordingly, voluntarily self-recused herself from this particular matter at its inception.

BACKGROUND/SUMMARY

The Grand Jury received a formal complaint that in 2021 there was at least one confirmed occasion of the Crescent City Harbor District's (CCHD) staff misusing CCHD's credit card for a personal travel expense. Staff indicated that they used CCHD's credit card for a personal travel expense by mistake. Staff indicated that to reimburse CCHD for the personal travel expense they did not claim a travel reimbursement to which they were entitled, as an offset. Receipts showing that staff fully reimbursed CCHD for the improper use of the credit card were requested but have not been produced, and, consequently, the complete reimbursement cannot be verified at this time.

In 2021, CCHD did not have a written policy regarding staff's use of CCHD's credit cards. As of November 2022, CCHD staff developed a written policy governing staff's use of CCHD's credit cards; however, CCHD has not adopted this policy at a public meeting.

Further, the Grand Jury learned that the CCHD had been out of compliance with required financial audits for several fiscal years, including 2020/2021 and 2021/2022. As of 2024 CCHD is now current with its required financial audits.

DISTRICT STRUCTURE

The CCHD formed in 1931 as a special district under California Government Code. The CCHD is run and managed by five publicly elected Commissioners and operates under the California Harbors and Navigation Code.

METHODOLOGY

Interviews

- Various interested parties and officials with information pertinent to the investigation

Documents Reviewed

- Relevant California Government Code Sections
- Relevant California Harbors and Navigation Code Sections
- Relevant California Public Resources Code Sections
- Crescent City Harbor District Independent Auditor’s Report, Financial Statements and Supplementary Information for Year Ended June 30, 2023
- Crescent City Harbor District Independent Auditor’s Report, Financial Statements and Supplementary Information for Year Ended June 30, 2022
- Crescent City Harbor District Independent Auditor’s Report, Financial Statements and Supplementary Information for Year Ended June 30, 2021
- Crescent City Harbor District Plan of Action & Milestones as of August 23, 2022
- Bylaws of the Crescent City Harbor District (Amended May 18, 2021)
- Summaries of Credit Card Purchases and Credit Card Statements
- Crescent City Harbor District Credit Card Policy (November, 2022)
- Correspondence between government officials
- Various other documents from a wide variety of sources

Websites Reviewed

Crescent City Harbor District: www.ccharbor.com

California Fair Political Practices Commission: www.fppc.ca.gov

California Special Districts Association: www.csda.net/home

DISCUSSION

Pursuant to the Fair Political Practices Commission:

“Public service is a public trust, requiring officials and employees to place loyalty to the citizens, the laws, and ethical principles above private gain. Following ethical guidelines and eliminating any improprieties, or even the appearance of potential corruption, is imperative to safeguarding the public’s trust in government. To help accomplish this goal, laws exist to aid public officials in avoiding conflicts between an official’s public duties and the official’s personal interests.

Whether elected, appointed, or hired, good governance depends on officials and staff knowing, understanding, and following the duties and responsibilities of being a public servant as well as the relevant laws and requirements that govern it.”

<https://www.fppc.ca.gov/learn/public-officials-and-employees-rules-.html>

Government officials and employees must not use public funds for personal expenses, as this violates the Constitution of the State of California’s prohibition against any gift of public funds

(Cal. Const. Art. XVI § 6). Committing such a violation may subject the person to criminal prosecution under California Penal Code section 424 and will undermine the public's trust in the government entity.

On at least one occasion in 2021, CCHD staff misused a CCHD credit card for a personal travel expense. This misuse was reportedly committed in error and was reportedly reimbursed, however CCHD does not currently have all of the actual receipts at this time that substantiates that the gift of public funds was fully reimbursed to CCHD.

At the time this misuse occurred, CCHD did not have a credit card policy in place to set forth the expectations for staff's use of CCHD credit cards and the manner in which a misuse would be rectified.

Additionally, pursuant to California Government Code section 53891, CCHD is required to submit annual audit reports to the Del Norte County controller. CCHD failed to undergo a timely audit for fiscal years 2020/2021 and 2021/2022. Failing to submit to timely audits is inconsistent with the law, results in a lack of transparency, and may lead to community mistrust.

CCHD has taken steps to address these issues. CCHD hired a new comptroller in May 2022. In November 2022, CCHD staff developed a written policy relating to staff's use of CCHD credit cards. This policy, however, has not been discussed and approved by the CCHD commissioners in an open meeting.

On October 7, 2022, the audit for fiscal year 2020/2021 was completed, and on August 23, 2023, the audit for fiscal year 2021/2022 was completed.

FINDINGS

- F1. CCHD provides credit cards to certain staff members to assist with their ability to conduct CCHD business;
- F2. In 2021, a CCHD staff member misused the CCHD credit card to pay for a personal travel expense;
- F3. CCHD has not produced any actual receipts demonstrating that the staff member fully reimbursed CCHD for the staff's misuse of the CCHD credit card;
- F4. CCHD staff developed a credit card policy in November 2022, but the policy was not discussed and approved by the CCHD commissioners in an open meeting;
- F5. CCHD failed to undergo timely audits for several fiscal years, including 2020/2021 and 2021/2022;
- F6. As of 2024, CCHD has completed its required audits.

RECOMMENDATIONS

- R1. CCHD should require staff to undergo regular training and should provide cross-training for staff on requirements and best practices for financial management and safeguarding public funds.
- R2. The CCHD should discuss the November 2022 credit card policy in an open meeting and determine whether it is sufficient to safeguard public funds, and whether to approve it as is or amend it by September 30, 2024.
- R3. CCHD should require staff to annually sign an acknowledgement of the Credit Card Policy.
- R4. CCHD should require staff to separate their CCHD credit card from their personal credit cards via a sleeve, or other method, to avoid CCHD's credit card from being misused for personal expenses by mistake.
- R5. If a staff member misuses a CCHD credit card for a personal expense, CCHD should require the employee to reimburse CCHD via a trackable method, such as by check or credit card transaction which bolsters public faith and trust.
- R6. CCHD should make compliance with state auditing requirements a priority to prevent future violations of the law.
- R7. CCHD should request auditors to prominently highlight their review for credit card transactions and to clearly indicate whether they found credit card usage to be for CCHD business and supported by actual receipts.

REQUIRED RESPONSES

The following responses are required pursuant to Penal Code Sections 933 and 933.05 from the following governing body within 90 days:

Crescent City Harbor Commissioners (F1 - F6, R1-R7)



3. New Business

- g. Appoint Ad Hoc Committee to Consider Amendments to Commission Bylaws.**

Public Comment?



3. New Business

- h. Consider and Approve a Resolution to Withdraw from the Tri-Agency Economic Development Authority and Authorize the Harbormaster to Execute a Dissolution Agreement**

Public Comment?



4. Old Business

- a. Discuss Measures to Address Problems from Fireworks within the Harbor District.**

Public Comment?



4. Old Business

- b. Orally Report Compensation and Consider and Approve Amendment to Harbormaster Employment Agreement; and Consider and Approve Performance Incentive Payment Pursuant to Section 4 of Employment Agreement with the CEO/Harbormaster.**

Public Comment?



Board of Harbor Commissioners
MEETING AGENDA ITEM

AGENDA ITEM TITLE: “ORALLY REPORT COMPENSATION AND APPROVE FIRST AMENDMENT TO HARBORMASTER EMPLOYMENT AGREEMENT.”

EXECUTIVE SUMMARY

On July 16, 2021, the Crescent City Harbor District (“District”) Board of Harbor Commissioners (“Board”) entered into an employment agreement (the “Agreement”) with Tim Petrick to serve as Harbormaster. The Agreement provides, among other things, for Harbormaster Petrick’s performance and salary to be reviewed and evaluated annually by the Board. Additionally, the Agreement provides for a Performance Incentive Payment of up to six percent (6%) of the Harbormaster’s salary, within the Board’s reasonable discretion, upon a successful performance review.

On February 7, 2023, the Board completed a successful annual evaluation of Harbormaster Petrick and began considering whether to amend the Agreement. The Board completed another annual performance evaluation on July 16, 2024, which was also successful.

The discussions between the Board (as represented by legal counsel in the context of a labor negotiation duly noticed and agendized under the authority of Government Code section 54957) and Harbormaster Petrick (as an unrepresented employee) regarding amendments to the Agreement have now been completed. The following discussion details the changes to the Agreement. Adoption of the proposed First Amendment to Harbormaster Employment Agreement (Attachment A) would approve those changes.

Finally, Government Code section 54953(c)(3) requires that there be an oral report of proposed compensation for the Harbormaster in an open session before the Harbor Commission takes final action approving that compensation.

DISCUSSION

When considering the appropriate level of compensation to award, it is proper to consider what has been achieved under Harbormaster Petrick’s leadership over the past two evaluation periods. The District has experienced significant positive momentum and has successfully achieved many of its goals. First considering some intangible factors, it should be recognized that Mr. Petrick stands out as one of the most highly qualified individuals to have served in the CEO/Harbormaster role throughout the history of the Crescent City Harbor District (CCHD). His exceptional knowledge of maritime operations, both at sea and in port, is backed by over 2,000 sea service days and both Bachelor’s and Master’s degrees in

Maritime Transportation. His extensive experience is further evidenced by his tenure in previous executive-level and harbormaster positions.

During the past two evaluation periods, Mr. Petrick implemented comprehensive financial reforms that brought the District back into compliance with auditing requirements and strengthened internal financial controls. His leadership was pivotal in securing over \$15 million in grant funding for critical infrastructure, marking a substantial achievement for the District. This funding represents possibly the greatest dollar amount of grant funding ever received by CCHD in a two-year evaluation period that was not tied to a natural disaster.

Additionally, Mr. Petrick successfully navigated the District through extremely challenging legal situations, mitigating liabilities and securing over \$1 million in settlement payments. It is important to highlight that previous administrations recommended settling for less than a tenth of what Mr. Petrick ultimately achieved. His negotiation skills and advocacy for the public interest were further demonstrated by his success in signing new commercial tenants and renewing existing commercial tenants at more competitive market rates, which were objectively more favorable to the District and the public it serves, compared to previous lease agreements.

Given these accomplishments, it is both logical and reasonable to financially reward Mr. Petrick. His ability to avoid significant financial liability and secure positive cash flow through legal settlements, the acquisition of new commercial tenants, and the negotiation of more favorable tenancy contracts, all warrants recognition through incentive pay. His skillful negotiation in these areas has undeniably contributed to the District's financial health and progress, justifying the award of a bonus for his exceptional performance.

Given these accomplishments and two successful performance evaluations, the Board has provided direction to amend the Harbormaster Employment Agreement. The proposed First Amendment to Harbormaster Employment Agreement (Attachment A) includes the following provisions: (1) an increase of Harbormaster Petrick's base annual salary to \$125,000.00 beginning on the effective date of the First Amendment, and a subsequent Cost of Living Adjustment increase in an annual amount equal to the increase in the Consumer Price Index for all Urban Consumers for the San Francisco Metro area; (2) a Performance Incentive Payment, as authorized under section 4 of the Agreement, of \$ [REDACTED] based upon Harbormaster Petrick's two successful performance evaluations; and (3) a CPI adjustment effective July 1, 2024, increasing Harbormaster Petrick's base salary by 4.2%.

FISCAL IMPACT

Approval of the attached First Amendment to Harbormaster Employment Agreement will have a fiscal impact in the amount of the increase of compensation which will be paid to the Harbormaster during the remaining term of his employment agreement, as well as the performance bonus being issued. If a loan is separately approved, that may also have a fiscal impact.

RECOMMENDATION:

It is recommended that the Board consider and approve the "First Amendment to Harbormaster Employment Agreement."

ATTACHMENT(S):

- First Amendment to Harbormaster Employment Agreement

HARBORMASTER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the 7th day of July 2021 (the "Effective Date"), between the Crescent District Harbor District (hereinafter referred to as the "District") and Timothy Brooks Petrick (hereinafter referred to as the "Harbormaster" or the "Employee"). District and Harbormaster/Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

RECITALS

WHEREAS, it is the desire of the Board of Harbor Commissioners ("Board") of the District to retain the services of Employee as Harbormaster pursuant to the provisions of the District's Bylaws and Ordinances ("District Code"), and

WHEREAS, it is the desire of the Board to provide certain benefits, establish certain conditions of employment and to set certain working conditions of the Harbormaster.

NOW, THEREFORE, the above named Parties hereby mutually agree and promise as follows:

1. Duties, Acceptance of Appointment, and Hours of Work.

1.1 Duties

The Harbormaster shall perform those duties and have those responsibilities that are commonly assigned to a Harbormaster of a Harbor District in California, and as may be further set forth in the District's Code, as well as those duties set forth in the District's Job Notice for Harbormaster. Harbormaster shall perform such other legally permissible and proper duties and functions consistent with the Office of the Harbormaster, as the Board shall from time to time assign. The Harbormaster shall report to the Board, which shall also serve as appointing authority for the Harbormaster. It is expected that Harbormaster shall abide by the ICMA Code of Ethics. Harbormaster is encouraged to participate in community and civic affairs.

1.2 Acceptance of Appointment

Harbormaster hereby accepts the appointment as Harbormaster of the Crescent City Harbor District subject to all terms and conditions set forth in this Agreement.

1.3 Hours of Work

It is recognized that Harbormaster devotes a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule recognizing that the normal District work schedule is Monday

through Friday, 8 AM to 5 PM. Harbormaster is exempt from paid overtime compensation.

1.4 Devotion to District Business

The Harbormaster's position is full-time. Harbormaster shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his Harbormaster duties, except as may be specifically authorized by the Board.

2. Term.

This Agreement shall be deemed effective for an initial term beginning on Effective Date, and continuing through July 6, 2025 ("Initial Term"), and shall remain in effect for the Initial Term, unless terminated earlier in accordance with Section 11.

3. Compensation.

3.1 Salary

District agrees to pay Harbormaster, and Harbormaster agrees to accept from District, as compensation for services rendered by Harbormaster pursuant to this Agreement, an annual base salary, commencing on the Effective Date, in the amount of Ninety Thousand Dollars (\$90,000) (hereinafter "Annual Base Salary"), payable in installment payments in the same manner and at the same times as salaries of other employees of the District are paid.

The term "Annual Base Salary" as used in this Agreement shall also include any such adjustments approved by the Board other than payments not eligible to be added to the Harbormaster's Annual Base Salary pursuant to the terms of any applicable salary resolution of the District. The term "Monthly Base Salary" as used in this Agreement shall mean a sum of money equal to one-twelfth (1/12) of Harbormaster's Annual Base Salary as defined herein.

The Annual Base Salary shall be increased by five percent (5%) on July 7, 2022; and then again on July 7, 2023 by another five percent; and then again on July 7, 2024 by another five percent..

3.2 Health and Medical Benefits

The Harbormaster will be afforded the opportunity to purchase District's Health and Medical Plans ("Plans") at the same rate as the District provides for all Plan participants and any other optional Plans or benefits at the rates offered to all other employees. Harbormaster understands that the statutory minimum contribution for medical benefits, as required by PEMCHA, will be deducted from pre-tax wages of the Harbormaster, should the Harbormaster elect to participate in the District's PEMCHA health plan.

3.3 Pension

The District agrees to enroll the Harbormaster as a member of the California Public Employees Retirement System (CalPERS) in accordance with CalPERS regulations and the District's agreement with CalPERS.

3.4 Life Insurance

3.5 District agrees to purchase and pay for during the term of this Agreement on Harbormaster's behalf a term life insurance policy with a \$100,000 policy limit. Mobile Phone Allowance.

The Harbormaster shall be provided with \$100 per month for his personal mobile phone service. Should the total of Harbormaster's mobile phone expense exceed \$100.00 per month, Harbormaster shall be personally responsible for the amount of his monthly mobile phone bill in excess of \$100.

3.6 Benefits

In addition, and except as otherwise specified herein, Harbormaster shall receive all such other benefits and compensation that are generally applicable to Employees of the District as of the date of this Agreement, as the same may be modified from time to time after the date of this Agreement, including but not limited to CalPERS retirement benefits, long term disability insurance, holidays, vacation, bereavement and family illness leave. In the event the Harbormaster's employment is terminated, either voluntarily or involuntarily, the Harbormaster shall be compensated for all accrued vacation time, all paid holidays, and all other benefits to the termination date, except for any accrued sick leave as it has no cash value.

3.7 Sick Leave Bank

Employee shall accrue sick leave at the maximum level allowed for Employees under the District's personnel policies. Any unused sick days in this bank, at the date of termination of employment under this Agreement, shall be forfeited to the District or may be converted for additional service credit for CalPERS retirement purposes should the Harbormaster retire directly from the District.

3.8 Vacation Bank

Harbormaster shall accrue vacation at the maximum level allowed for Employees under the District's personnel policies. Maximum accrual and cash out provisions shall be in accordance with those provided for Employees.

4. Performance Evaluation.

The Board shall review the Harbormaster's job performance at least once annually. The Harbormaster shall remind the Board of its obligations under this Section.

each year and shall work with the Board in finding an appropriate time to place his annual evaluation on the agenda. The Board shall in writing and in accordance with criteria established by the Board in consultation with the Harbormaster, develop the annual performance reviews and evaluations. The Board shall provide the Harbormaster a reasonable and adequate opportunity to discuss the Harbormaster's evaluation with the Board.

The annual performance reviews and evaluations shall be reasonably related to the Harbormaster's written job description and shall be based, in whole or in part, on goals for the Harbormaster's performance that are jointly developed and adopted by the Board and the Harbormaster.

Upon a successful performance review, in the Board's reasonable discretion and determination, Harbormaster may receive a Performance Incentive Payment of up to six percent (6%) of Annual Base Salary, to be paid at the next salary installment paid in accordance with Section 3.1.

5. Bonds.

District shall bear the full cost of any fidelity or other bonds required of Harbormaster under any law or ordinance.

6. General Business Expenses.

6.1 Contingent on Board approval, the District agrees to budget and pay for professional dues and subscriptions for Harbormaster necessary for his continuation and participation in national, regional, state and local boards, task-forces, conferences and meetings, associations and organizations desirable for Harbormaster's continued participation, professional growth, and advancement, and for the benefit of the District. At a minimum, such professional dues shall include participation in the California Association of Harbor Masters and Port Captains.

6.2 District agrees to budget and pay for travel and subsistence expenses of Harbormaster for professional and official travel, board and task-force meetings, conferences, and occasions to adequately continue the professional development of Harbormaster and to pursue necessary official functions for District.

6.3 District recognizes that the Harbormaster may incur expenses of a non-personal, job-related nature that are reasonably necessary to the Harbormaster's service to the District. The District agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted in accordance with the District's normal expenditure reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements and must be submitted within time limits established by the District.

6.4 Notwithstanding the above, to the degree the District must make budget reductions, appropriate reductions in General Business Expenses

commensurate with reductions in other Districtwide accounts may be made at the sole discretion of the Board.

7. Abuse of Office or Position.

Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, if Harbormaster is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Harbormaster is provided with administrative leave pay pending an investigation, Harbormaster shall be required to fully reimburse District such amounts paid; (2) if District pays for the criminal legal defense of Harbormaster (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Harbormaster shall be required to fully reimburse District such amounts paid; and (3) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Harbormaster may receive from District shall be fully reimbursed to District or void if not yet paid to Harbormaster. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

8. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the other Party, or sent by United States Postal Service, postage prepaid and addressed to the appropriate Party as follow:

If to District: Crescent City Harbor District
Attention: Board of Harbor Commissioners
101 Citizens Dock Road
Crescent City, CA 95531

If to Harbormaster: Timothy Brooks Petrick
Harbormaster
[Private Address]

Notice shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9. Termination.

9.1 At-Will Employee

Harbormaster shall serve at the will and pleasure of the Board. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to suspend from duty, remove from office or otherwise terminate the services of Harbormaster at any time, at the sole discretion of the Board. This Agreement may be terminated as follows.

9.2 Termination – Board Vote

The Board may remove the Harbormaster with or without cause, by motion adopted by the affirmative votes of a majority of the members of the Board. Pursuant to the provisions of Government Code Section 53260, if this agreement is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract up to a maximum of 18 months. If Harbormaster is terminated without cause as defined in this Agreement, he shall be entitled to a lump-sum severance payment in an amount equal to three months' Monthly Base Salary, provided the Harbormaster executes a settlement and release agreement in a form reasonably set forth by the District. Additionally, for each of year of service beyond the first year under this Agreement, Harbormaster shall be entitled to an additional two-weeks' worth of severance payment. Finally, during any such severance period, Harbormaster shall continue to receive health and medical benefits.

9.3 Resignation

Harbormaster may voluntarily resign his position as Harbormaster, after giving District at least thirty (30) days written notice prior to the effective date of such resignation, unless such notice is waived in whole or part by the Board.

9.4 Death

If, during the Term or any extended Term, the Harbormaster dies, the Harbormaster's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment.

9.5 Disability

In the event the Harbormaster is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of six (6) consecutive months, the District may terminate the Harbormaster's employment and this Agreement.

9.6 For Cause Termination

The Board may remove the Harbormaster For Cause at any time without prior notice by motion adopted by the affirmative votes of a majority of the Board. "For Cause" for purposes of this Agreement shall mean any of the following:

- (a) Conviction of, or plea of guilty or *nolo contendere* to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the District or on the Harbormaster's reputation;
- (b) Gross misconduct which is likely to have a material adverse impact on the District or on the Harbormaster's reputation;

(c) Proven failure of the Harbormaster to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) days from the date of his receipt of notice from the Board specifying the acts or omissions deemed to amount to that failure; or

(d) Any other action or inaction by the Harbormaster that materially and substantially impedes or disrupts the performance of the District and its organizational component units, is detrimental to employee or public safety, violates properly established rules or procedures, or adversely affects the reputation of the District, its officers, or its employees.

10. Other Terms and Conditions of Employment.

The District, only upon agreement with Harbormaster, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Harbormaster, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District Code, or any other law, ordinance or District Resolution.

Except as otherwise provided in this Agreement, Harbormaster shall be entitled to the highest level of benefits that are enjoyed by other Employees of the District as provided in the District Code, Personnel Rules and regulations, or by practice.

11. Communications in the Event of Termination.

In the event the District terminates Harbormaster for any reason or no reason, the District and Harbormaster agree that no member of the Board or employees directly employed by the Board shall make any written, oral, or electronic statement to any member of the public, the press, or any District employee concerning the Harbormaster's termination except in the form of a joint press release or statement, which is mutually agreeable to the District and the Harbormaster. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

12. Indemnification.

12.1 District shall defend, hold harmless and indemnify Harbormaster against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Harbormaster's duties or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved unlawful conduct. District shall not unreasonably refuse to provide for legal representation at District's expense. Legal representation, provided by District for Harbormaster, shall extend until a final determination of the legal action including any and all losses, damages, judgment, interests, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including

attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Harbormaster in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Harbormaster's duties under this Agreement.

12.2 District agrees to pay all reasonable litigation expenses of Harbormaster throughout pendency of any District-related litigation to which Harbormaster is a party, witness or advisor to the District. Such expense payments shall continue beyond Harbormaster's employment with the District as long as litigation is pending. Post-employment, District agrees to pay Harbormaster for reasonable consulting fees, travel expenses and other costs, when Harbormaster serves as a witness, advisor or consultant to District regarding pending litigation.

13. General Provisions.

13.1 This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or written agreements on the subject matter hereof, which may have been entered into between the Parties.

13.2 No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

13.3 Each Party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either Party.

13.4 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

13.5 Neither this Agreement, nor any right, privilege or obligation of Harbormaster herein shall be assigned or transferred by him without the prior written consent of the Board. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Board, be null and void and may be considered a material breach of this Agreement.

13.6 This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be in Del Norte County.

13.7 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit or against the Party responsible for any particular language in this Agreement.

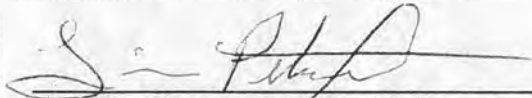
13.8 Harbormaster acknowledges that he has had an opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

13.9 This Agreement may be executed in several counterparts and all documents so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties did not sign the original or the same counterparts.

[SIGNATURES ON FOLLOWING PAGE]

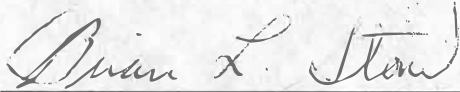
IN WITNESS WHEREOF, the Parties have executed this Harbormaster Employment Agreement on the 16th day of July, 2021.

EMPLOYEE/HARBORMASTER



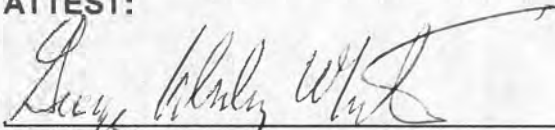
Timothy Brooks Petrick, Harbormaster

CRESCENT CITY HARBOR DISTRICT



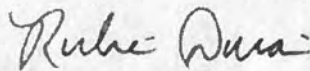
Brian Stone, President

ATTEST:



District Clerk

APPROVED AS TO FORM:



Ruben Duran, General Counsel

FIRST AMENDMENT
TO HARBORMASTER EMPLOYMENT AGREEMENT

This First Amendment to Harbormaster Employment Agreement (“First Amendment”) is entered into by and between the Crescent City Harbor District (hereinafter referred to as the “District”) and Timothy Brooks Petrick (hereinafter referred to as the “Harbormaster” or the “Employee”). District and Harbormaster/Employee are sometimes referred to in this Agreement as “Party” and “Parties.”

RECITALS

A. Whereas, on July 16, 2021, the District and the Employee entered into the Harbormaster Employment Agreement (“Agreement”) to retain the services of Employee as Harbormaster, the term of which commenced on July 6, 2021; and

B. Whereas, the Agreement provides, among other things, for Employee’s performance and salary to be reviewed and evaluated annually by the Board of Harbor Commissioners (“Board”); and

C. Whereas, the Board completed a successful annual evaluation of Employee on February 7, 2023, and upon consideration by the Board and Employee, the Parties began discussing the amendment of certain provisions of the Agreement.

D. Whereas, the Parties discussed the proposed amendments to the Agreement on multiple occasions over the ensuing months.

E. Whereas, the Board completed another successful annual evaluation of Employee on July 16, 2024.

F. Whereas, the Parties have completed these discussions and desire to enter into this First Amendment in order to finalize the amendment process, as set forth below.

G. Whereas, this First Amendment was approved by the Board at its regular meeting of August 6, 2024.

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Section 3.1, entitled Salary, is hereby amended to provide as follows:

3.1 Salary

District agrees to pay Harbormaster, and Harbormaster agrees to accept from District, as compensation for services rendered by Harbormaster pursuant to this Agreement, an annual base salary, commencing on the Effective Date, in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) (hereinafter “Annual Base Salary”), payable in installment payments in the same

manner and at the same times as salaries of other employees of the District are paid.

The term “Annual Base Salary” as used in this Agreement shall also include any such adjustments approved by the Board other than payments not eligible to be added to the Harbormaster’s Annual Base Salary pursuant to the terms of any applicable salary resolution of the District. The term “Monthly Base Salary” as used in this Agreement shall mean a sum of money equal to one-twelfth (1/12) of Harbormaster’s Annual Base Salary as defined herein.

Commencing on July 1, 2024 Harbormaster shall receive a Cost of Living Adjustment (COLA) increase to the Annual Base Salary in an amount equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U) – San Francisco Metro, if any, from July 1, 2023 (“Base Index”) to July 1, 2024. Thereafter, Harbormaster’s Base Salary will be adjusted annually based on the difference between the Base Index and the Consumer Price Index for all Urban Consumers (CPI-U) – San Francisco Metro for the subject year. In the event the CPI-U does not increase, there will be no downward adjustment to the Annual Base Salary.

2. Section 4, entitled Performance Evaluation, is hereby amended to provide as follows:

3. Performance Evaluation

The Board shall review the Harbormaster’s job performance at least once annually. The Harbormaster shall remind the Board of its obligations under this Section each year and shall work with the Board in finding an appropriate time to place his annual evaluation on the agenda. The Board shall in writing and in accordance with criteria established by the Board in consultation with the Harbormaster, develop the annual performance reviews and evaluations. The Board shall provide the Harbormaster a reasonable and adequate opportunity to discuss the Harbormaster’s evaluation with the Board.

The annual performance reviews and evaluations shall be reasonably related to the Harbormaster’s written job description and shall be based, in whole or in part, on goals for the Harbormaster’s performance that are jointly developed and adopted by the Board and the Harbormaster.

4. Section 4 of the Agreement permits the Board to grant Employee a Performance Incentive Payment of up to six percent (6%) following a successful performance review. The Board has decided to grant Employee a bonus of \$_____ for his performance based upon his successful performance reviews in 2023 and 2024.

5. Consistent with Section 3.1 of the Agreement, Employee received a CPI adjustment of 4.2% effective July 1, 2024, increasing Employee’s salary from \$125,000 to \$130,250 annually.

6. Balance Of Agreement To Remain In Effect

Except as otherwise specifically set forth herein, the balance of the Agreement shall remain in full force and effect.

7. Date

This First Amendment shall be effective as of April 16, 2023. (“Effective Date”).

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Harbormaster Employment Agreement on the _____ day of August, 2024.

EMPLOYEE/HARBORMASTER

Timothy Brooks Petrick, Harbormaster

CRESCENT CITY HARBOR DISTRICT

Harry Adams, President

ATTEST:

District Clerk

APPROVED AS TO FORM:

Ruben Duran, General Counsel



5. Communications and Reports

a. Dredge Update

U.S. Army Corps of Engineers - Crescent City O&M Dredging Schedule

Key remaining elements of the acquisition process:

1) BCOES Certification Date – August ____ 2024

(Anticipated within the next week, once environmental compliance delays have been cleared)

2) Solicitation Date – August ____ 2024

3) Bid Opening Date – August 13, 2024

4) Award Date – August 27, 2024

5) Notice to Proceed Date – September 13, 2024.



5. Communications and Reports

b. Revenue Generation Progress Report



5. Communications and Reports

c. Financial Status Update

Public Comment?

CRESCENT CITY HARBOR DISTRICT

Financial Status Update

presented by David Negus, Director of Finance, on 2 August 2024

note: all information provided below directly exported from CCHD QuickBooks Online software

BANK BALANCES (as of 2 August 2024)

1001 CASH AND INVESTMENTS:Bayside Checking #1766	BAYSIDE CHECKING	\$ 380.00
1003 CASH AND INVESTMENTS:CCHD Checking #4766	OPERATING	\$ 146,373.12
1004 CASH AND INVESTMENTS:CCHD Savings #4774	SAVINGS	\$ 5,021.29
1005 CASH AND INVESTMENTS:LAIF Reserve	RESERVE	\$1,070,363.40
1006 CASH AND INVESTMENTS:RHV Checking #0707	RHV CHECKING	\$ 500.00
1008 CASH AND INVESTMENTS:QB Payment Clearing Account	QB CLEARING ACCOUNT	\$ 6,203.95
		\$1,228,841.76

total operating balance (CCHD Checking + QB Clearing): \$152,577.07

ACCOUNTS RECEIVABLE (as of 2 August 2024)

	CURRENT	1-30	31-60	61-90	>90	TOTAL
TOTAL PER QUICKBOOKS (2 Aug 2024)	\$94,051.29	\$20,144.06	\$41,878.31	\$21,127.36	\$102,403.27	\$279,604.29
TOTAL FOR ADJUSTMENT (REMOVAL)	\$ 1,840.25	\$ 4,686.60	\$ 2,540.25	\$16,262.76	\$ 88,061.12	\$113,390.98
ENDING VALID A/R TOTAL	\$92,211.04	\$15,457.46	\$39,338.06	\$ 4,864.60	\$ 14,342.15	\$166,213.31

estimated A/R recoverable by end-August: \$130K

ACCOUNTS PAYABLE (as of 2 August 2024)

	CURRENT	1-30	31-60	61-90	>90	TOTAL
TOTAL PER QUICKBOOKS (2 Aug 2024)	\$60,448.44	\$23,458.22	\$16,658.45	\$ 1,772.62	\$ 89,930.61	\$192,268.34
TOTAL FOR ADJUSTMENT (REMOVAL)	\$ 2,099.41		\$ 2,135.80		\$ 89,930.61	\$ 94,165.82
ENDING VALID A/P TOTAL	\$58,349.03	\$23,458.22	\$14,522.65	\$ 1,772.62	\$ -	\$ 98,102.52

estimated valid payments to settle by end-August : \$98K

ESTIMATED RECEIPTS BY END-AUGUST (moorage, RV park, commercial income, etc.): \$50K

ESTIMATED EXPENSES BY END-AUGUST (salaries, benefits, operating expenses, leases, etc.): \$90K

SUMMARY CASH FLOW ANALYSIS

total operating balance (CCHD Checking + QB Clearing) as of 2 August	\$152,577
A/R: estimated recoverable by end-August	\$130,000
A/P: estimated payments to settle by end-August	\$ (98,000)
estimated additional receipts by end-August (not in A/R detail)	\$ 50,000
estimated additional payments by end-August (not in A/P detail)	\$ (90,000)
ESTIMATED REMAINING BALANCE	\$144,577

ACCOMPLISHMENTS (last half of July)

1. Detailed review of the QuickBooks Chart of Accounts resulted in modifications to the account reporting structure as well as code names and purposes, which has improved report presentation and accuracy
2. Ongoing improvement of the DOCKWA contract status report to incorporate information from the Boat logs, QuickBooks data, and input from the CCHD team- the resulting report is set to be updated at least once a month, but when there is significant activity this will be updated on a weekly basis
3. Bayside RV details updated and now presented on a user-friendly spreadsheet for reference by CCHD staff, to be updated on a regular basis as necessary
4. Poundage invoices distributed and followed up, with payments received from approximately half of the customers invoiced
5. Payment, Receipt, and Adjusting Journal Entry Voucher forms which were created for use by the CCHD Office Manager and her team are now fully implemented and established as the standard process (prepared in Excel and requiring three signatures- preparer, reviewer, approver)
6. Continued orientation and coordination with the Grants team at CSS (Community Systems Solutions) on overall initiatives as well as the processing of ongoing payments and reimbursements
7. Ongoing attention to clean up of the Accounts Receivable and Accounts Payable details with aggressive recovery of A/R amounts due, and set-up of amounts for "write off" to be recorded for closure of FY 2024
8. Ongoing training in QuickBooks and Excel for the Office Manager and her team, with supplemental training on QuickBooks provided from online options available for free with the software subscription
9. Submission of Sales Tax and TOT reports to relevant government agencies, on time and completed

PLANNED ACCOMPLISHMENTS (August)

1. Continuing work towards the closure of the FY 2024 QuickBooks database in preparation for an audit of FY24 financial operations
2. Detailed review of all FY 2024 transactions in order to ensure correctness of coding and amounts, as well as the easy access to all necessary supporting documents
3. Ongoing review of the QuickBooks Chart of Accounts in order to improve data entry and subsequent report generation
4. Preparation, approval, and recording in QuickBooks of all appropriate "write-offs" related to the Accounts Receivable and Accounts Payable subledgers so that opening FY 2025 balances accurate and supported by full detail
5. Finalization of draft updated Policies and Procedures Manual and Employee Handbook for immediate approval and implementation
6. Finalization of changes to internal controls regarding cash management (cash payments by customers, laundry coins, petty cash funds, ramp payment envelopes, ad hoc RV collections, etc.)
7. Ongoing training of the main office team, with a focus on an increase in competence and output
8. Creation of user-friendly QuickBooks reports for senior management, accessible via on-line dashboards

Crescent City Harbor District
Annual Budget vs. Actuals
 July 2024 - June 2025

	Jul 2024				Aug 2024				Total			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Income												
2400 COMMERCIAL REVENUE												
2401 Commercial Fees Additional	20,738.35		(20,738.35)						20,738.35		(20,738.35)	
2402 Commercial Hoist Leases	13,020.00	12,000.00	(1,020.00)	-8.50%	14,040.00	12,000.00	(2,040.00)	-17.00%	27,060.00	156,000.00	128,940.00	82.65%
2403 Commercial Leases	39,233.29	32,000.00	(7,233.29)	-22.60%	30,077.25	32,000.00	1,922.75	6.01%	69,310.54	384,000.00	314,689.46	81.95%
2407 Commercial Utilities	1,287.57	3,300.00	2,012.43	60.98%	212.00	3,300.00	3,088.00	93.58%	1,499.57	40,600.00	39,100.43	96.31%
2409 Freezer Rental	666.00		(666.00)		666.00		(666.00)		1,332.00		(1,332.00)	
2410 Poundage Fees	11,526.24	800.00	(10,726.24)	-1340.78%		1,000.00	1,000.00	100.00%	11,526.24	94,100.00	82,573.76	87.75%
Total 2400 COMMERCIAL REVENUE	\$ 86,471.45	\$ 48,100.00	\$ (38,371.45)	-79.77%	\$ 44,995.25	\$ 48,300.00	\$ 3,304.75	6.84%	\$ 131,466.70	\$ 674,700.00	\$ 543,233.30	80.51%
2600 SERVICES & FEES												
2602 No Insurance Fee	4,860.00	4,000.00	(860.00)	-21.50%		4,000.00	4,000.00	100.00%	4,860.00	48,000.00	43,140.00	89.88%
2603 Fees & Sales Additional	486.15		(486.15)						486.15		(486.15)	
2606 Key Fob Sales		105.00	105.00	100.00%	35.00	35.00			35.00	700.00	665.00	95.00%
2607 Late Payment Fee		200.00	200.00	100.00%		200.00	200.00	100.00%		2,400.00	2,400.00	100.00%
2608 Launch Permit Fees	3,183.00	1,500.00	(1,683.00)	-112.20%	203.00	1,000.00	797.00	79.70%	3,386.00	11,500.00	8,114.00	70.56%
2610 Live-a-Board Fees	960.00	480.00	(480.00)	-100.00%	720.00	480.00	(240.00)	-50.00%	1,680.00	5,760.00	4,080.00	70.83%
2611 Mobile Crane Rental	492.00	1,500.00	1,008.00	67.20%					492.00	9,500.00	9,008.00	94.82%
2612 Storage Revenue	3,260.25	4,500.00	1,239.75	27.55%	960.00	4,500.00	3,540.00	78.67%	4,220.25	54,000.00	49,779.75	92.18%
2613 Utilities Marina	1,349.55	1,500.00	150.45	10.03%		1,500.00	1,500.00	100.00%	1,349.55	32,000.00	30,650.45	95.78%
2615 Surcharge / Admin Fee	360.00	500.00	140.00	28.00%		500.00	500.00	100.00%	360.00	6,000.00	5,640.00	94.00%
Total 2600 SERVICES & FEES	\$ 14,950.95	\$ 14,285.00	\$ (665.95)	-4.66%	\$ 1,918.00	\$ 12,215.00	\$ 10,297.00	84.30%	\$ 16,868.95	\$ 169,860.00	\$ 152,991.05	90.07%
2650 DISCOUNTS/ADJUSTMENTS		(500.00)	(500.00)	100.00%		(500.00)	(500.00)	100.00%		(6,000.00)	(6,000.00)	100.00%
2700 MOORAGE - SLIP RENTALS												
2701 Rec Slip Rentals / Dockwa	49,272.26	25,000.00	(24,272.26)	-97.09%	4,035.09	35,000.00	30,964.91	88.47%	53,307.35	546,244.00	492,936.65	90.24%
Total 2700 MOORAGE - SLIP RENTALS	\$ 49,272.26	\$ 25,000.00	\$ (24,272.26)	-97.09%	\$ 4,035.09	\$ 35,000.00	\$ 30,964.91	88.47%	\$ 53,307.35	\$ 546,244.00	\$ 492,936.65	90.24%
2800 RV PARKS REVENUE OPERATIONS												
2801 RV Bayside Leases	18,300.00	15,000.00	(3,300.00)	-22.00%	17,300.00	12,000.00	(5,300.00)	-44.17%	35,600.00	147,000.00	111,400.00	75.78%
2802 RV BS Dump Station	15.00		(15.00)						15.00		(15.00)	
2803 RV BS Fees	640.00	100.00	(540.00)	-540.00%	640.00	100.00	(540.00)	-540.00%	1,280.00	1,200.00	(80.00)	-6.67%
2805 RV BS Laundry	144.50	500.00	355.50	71.10%		500.00	500.00	100.00%	144.50	6,000.00	5,855.50	97.59%
2806 RV RHV Leases		785.00	785.00	100.00%		385.00	385.00	100.00%		4,340.00	4,340.00	100.00%
2809 RV Guest Rentals	10,091.80	15,000.00	4,908.20	32.72%		15,000.00	15,000.00	100.00%	10,091.80	62,500.00	52,408.20	83.85%
Total 2800 RV PARKS REVENUE OPERATIONS	\$ 29,191.30	\$ 31,385.00	\$ 2,193.70	6.99%	\$ 17,940.00	\$ 27,985.00	\$ 10,045.00	35.89%	\$ 47,131.30	\$ 221,040.00	\$ 173,908.70	78.68%
3000 SALES OF PRODUCT REVENUE												
3001 GIFT SHOP SALES	226.49	500.00	273.51	54.70%	64.96	500.00	435.04	87.01%	291.45	6,000.00	5,708.55	95.14%
Total 3000 SALES OF PRODUCT REVENUE	\$ 226.49	\$ 500.00	\$ 273.51	54.70%	\$ 64.96	\$ 500.00	\$ 435.04	87.01%	\$ 291.45	\$ 6,000.00	\$ 5,708.55	95.14%
Total Income	\$ 180,112.45	\$ 118,770.00	\$ (61,342.45)	-51.65%	\$ 68,953.30	\$ 123,500.00	\$ 54,546.70	44.17%	\$ 249,065.75	\$ 1,611,844.00	\$ 1,362,778.25	84.55%
Cost of Goods Sold												
3100 COST OF GOODS SOLD												

Crescent City Harbor District
Annual Budget vs. Actuals
 July 2024 - June 2025

	Jul 2024				Aug 2024				Total			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	Actual	Budget	Variance	%
3101 Gift Shop Items		300.00	300.00	100.00%		300.00	300.00	100.00%		3,600.00	3,600.00	100.00%
Total 3100 COST OF GOODS SOLD	\$ -	\$ 300.00	\$ 300.00	100.00%	\$ -	\$ 300.00	\$ 300.00	100.00%	\$ -	\$ 3,600.00	\$ 3,600.00	100.00%
Total Cost of Goods Sold	\$ -	\$ 300.00	\$ 300.00	100.00%	\$ -	\$ 300.00	\$ 300.00	100.00%	\$ -	\$ 3,600.00	\$ 3,600.00	100.00%
Gross Profit	\$ 180,112.45	\$ 118,470.00	\$ (61,642.45)	-52.03%	\$ 68,953.30	\$ 123,200.00	\$ 54,246.70	44.03%	\$ 249,065.75	\$ 1,608,244.00	\$ 1,359,178.25	84.51%
Expenses												
3200 ADVERTISING												
3201 Ads and Notices		300.00	300.00	100.00%		300.00	300.00	100.00%		3,600.00	3,600.00	100.00%
3202 Events										5,000.00	5,000.00	100.00%
Total 3200 ADVERTISING	\$ -	\$ 300.00	\$ 300.00	100.00%	\$ -	\$ 300.00	\$ 300.00	100.00%	\$ -	\$ 8,600.00	\$ 8,600.00	100.00%
3300 AUTO EXPENSES												
3301 Fuel Expenses	127.03	1,200.00	1,072.97	89.41%		1,200.00	1,200.00	100.00%	127.03	14,400.00	14,272.97	99.12%
3302 Maintenance and Repair	107.07	200.00	92.93	46.47%		200.00	200.00	100.00%	107.07	2,400.00	2,292.93	95.54%
3303 Truck Leases/Auto Exp	3,509.34	3,500.00	(9.34)	-0.27%		3,500.00	3,500.00	100.00%	3,509.34	42,000.00	38,490.66	91.64%
Total 3300 AUTO EXPENSES	\$ 3,743.44	\$ 4,900.00	\$ 1,156.56	23.60%	\$ -	\$ 4,900.00	\$ 4,900.00	100.00%	\$ 3,743.44	\$ 58,800.00	\$ 55,056.56	93.63%
3400 BANK FEES / SURCHARGES												
3401 Bank Fees		150.00	150.00	100.00%		150.00	150.00	100.00%		1,800.00	1,800.00	100.00%
3402 Merchant Fees	152.95		(152.95)						152.95		(152.95)	
3404 QuickBooks Payments Fees	702.98	750.00	47.02	6.27%	50.62	750.00	699.38	93.25%	753.60	9,000.00	8,246.40	91.63%
Total 3400 BANK FEES / SURCHARGES	\$ 855.93	\$ 900.00	\$ 44.07	4.90%	\$ 50.62	\$ 900.00	\$ 849.38	94.38%	\$ 906.55	\$ 10,800.00	\$ 9,893.45	91.61%
3500 DUES / CHARITABLE CONTRIBUTIONS	60.00		(60.00)						60.00	19,200.00	19,140.00	99.69%
3600 CONTRACTORS OPERATIONS												
3601 Contractors 1099		2,000.00	2,000.00	100.00%		2,000.00	2,000.00	100.00%		24,000.00	24,000.00	100.00%
3602 Outside Services	8,701.21	12,153.00	3,451.79	28.40%	240.00	9,053.00	8,813.00	97.35%	8,941.21	111,536.00	102,594.79	91.98%
Total 3600 CONTRACTORS OPERATIONS	\$ 8,701.21	\$ 14,153.00	\$ 5,451.79	38.52%	\$ 240.00	\$ 11,053.00	\$ 10,813.00	97.83%	\$ 8,941.21	\$ 135,536.00	\$ 126,594.79	93.40%
3700 INSURANCE POLICIES												
3701 Auto Insurance	1,823.00		(1,823.00)			158.00	158.00	100.00%	1,823.00	25,186.00	23,363.00	92.76%
3702 Liability & Property Policies	35,688.48	16,666.67	(19,021.81)	-114.13%		16,666.67	16,666.67	100.00%	35,688.48	200,000.00	164,311.52	82.16%
3703 Workers Comp	2,099.41	2,600.00	500.59	19.25%		2,600.00	2,600.00	100.00%	2,099.41	31,200.00	29,100.59	93.27%
Total 3700 INSURANCE POLICIES	\$ 39,610.89	\$ 19,266.67	\$ (20,344.22)	-105.59%	\$ -	\$ 19,424.67	\$ 19,424.67	100.00%	\$ 39,610.89	\$ 256,386.00	\$ 216,775.11	84.55%
3800 INTEREST EXPENSE												
3802 USDA Interest										168,000.00	168,000.00	100.00%
3803 FB Arbitration Award		8,600.00	8,600.00	100.00%		8,600.00	8,600.00	100.00%		103,200.00	103,200.00	100.00%
Total 3800 INTEREST EXPENSE	\$ -	\$ 8,600.00	\$ 8,600.00	100.00%	\$ -	\$ 8,600.00	\$ 8,600.00	100.00%	\$ -	\$ 271,200.00	\$ 271,200.00	100.00%
3900 PROFESSIONAL FEES / CONSULTANTS												
3901 Accounting	720.00		(720.00)						720.00		(720.00)	
3902 Auditing										22,000.00	22,000.00	100.00%
3903 Attorney Professional Services Legal	16,983.50	8,333.33	(8,650.17)	-103.80%		8,333.33	8,333.33	100.00%	16,983.50	100,000.00	83,016.50	83.02%
3904 Additional Non-Attorney	2,293.60	1,000.00	(1,293.60)	-129.36%		1,000.00	1,000.00	100.00%	2,293.60	12,000.00	9,706.40	80.89%
3905 Legal Reimbursements	680.90	500.00	(180.90)	-36.18%		500.00	500.00	100.00%	680.90	6,000.00	5,319.10	88.65%

Crescent City Harbor District
Annual Budget vs. Actuals
 July 2024 - June 2025

	Jul 2024				Aug 2024				Total			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	Actual	Budget	Variance	%
3906 Engineering	18,931.50	1,000.00	(17,931.50)	-1793.15%		1,000.00	1,000.00	100.00%	18,931.50	12,000.00	(6,931.50)	-57.76%
3907 Grant Management & Acquisition		2,500.00	2,500.00	100.00%		2,500.00	2,500.00	100.00%		30,000.00	30,000.00	100.00%
3908 IT Services	2,231.23	1,800.00	(431.23)	-23.96%		1,800.00	1,800.00	100.00%	2,231.23	21,600.00	19,368.77	89.67%
3909 IT Reimbursements	1,590.50	200.00	(1,390.50)	-695.25%		200.00	200.00	100.00%	1,590.50	2,400.00	809.50	33.73%
3910 Permitting, Planning & PM		500.00	500.00	100.00%		500.00	500.00	100.00%		6,000.00	6,000.00	100.00%
Total 3900 PROFESSIONAL FEES / CONSULTANTS	\$ 43,431.23	\$ 15,833.33	\$ (27,597.90)	-174.30%	\$ -	\$ 15,833.33	\$ 15,833.33	100.00%	\$ 43,431.23	\$ 212,000.00	\$ 168,568.77	79.51%
4000 OFFICE / GENERAL OPERATIONS												
4002 Office Equipment Leases	561.99	400.00	(161.99)	-40.50%		400.00	400.00	100.00%	561.99	4,800.00	4,238.01	88.29%
4003 Office Expenses	235.38	1,500.00	1,264.62	84.31%		1,500.00	1,500.00	100.00%	235.38	18,000.00	17,764.62	98.69%
4004 Permits / Licenses	1,030.00	1,850.00	820.00	44.32%		925.00	925.00	100.00%	1,030.00	17,943.00	16,913.00	94.26%
4006 Subscriptions & Software	200.00	1,100.00	900.00	81.82%		1,100.00	1,100.00	100.00%	200.00	13,200.00	13,000.00	98.48%
4007 Uniform Expenses	290.96	1,500.00	1,209.04	80.60%		7,500.00	7,500.00	100.00%	290.96	13,700.00	13,409.04	97.88%
4008 Website & Hosting Expenses	249.00	260.00	11.00	4.23%		260.00	260.00	100.00%	249.00	3,120.00	2,871.00	92.02%
4020 Meals In-Town / Team Appreciation		40.00	40.00	100.00%		40.00	40.00	100.00%		480.00	480.00	100.00%
4025 Recruitment Expense		100.00	100.00	100.00%		100.00	100.00	100.00%		1,200.00	1,200.00	100.00%
4026 Taxes and License										1,900.00	1,900.00	100.00%
4028 Postage & Shipping	300.00		(300.00)						300.00	900.00	600.00	66.67%
Total 4000 OFFICE / GENERAL OPERATIONS	\$ 2,867.33	\$ 6,750.00	\$ 3,882.67	57.52%	\$ -	\$ 11,825.00	\$ 11,825.00	100.00%	\$ 2,867.33	\$ 75,243.00	\$ 72,375.67	96.19%
5000 PAYROLL EXPENDITURES												
5001 Payroll Expenses	90,202.91	79,630.00	(10,572.91)	-13.28%		79,630.00	79,630.00	100.00%	90,202.91	955,560.00	865,357.09	90.56%
5002 Payroll Benefits	21,432.38	13,000.00	(8,432.38)	-64.86%		13,000.00	13,000.00	100.00%	21,432.38	156,000.00	134,567.62	86.26%
5003 Health Benefits	12,818.95	14,000.00	1,181.05	8.44%		14,000.00	14,000.00	100.00%	12,818.95	168,000.00	155,181.05	92.37%
Total 5000 PAYROLL EXPENDITURES	\$ 124,454.24	\$ 106,630.00	\$ (17,824.24)	-16.72%	\$ -	\$ 106,630.00	\$ 106,630.00	100.00%	\$ 124,454.24	\$ 1,279,560.00	\$ 1,155,105.76	90.27%
5100 REPAIRS / MAINTENANCE												
5101 Heavy Equipment Lease Payments	1,713.34	1,714.00	0.66	0.04%		1,714.00	1,714.00	100.00%	1,713.34	20,568.00	18,854.66	91.67%
5102 Operations Purchases	119.93	250.00	130.07	52.03%		250.00	250.00	100.00%	119.93	3,000.00	2,880.07	96.00%
5104 Repairs General		3,833.33	3,833.33	100.00%		3,833.33	3,833.33	100.00%		46,000.00	46,000.00	100.00%
Total 5100 REPAIRS / MAINTENANCE	\$ 1,833.27	\$ 5,797.33	\$ 3,964.06	68.38%	\$ -	\$ 5,797.33	\$ 5,797.33	100.00%	\$ 1,833.27	\$ 69,568.00	\$ 67,734.73	97.36%
5200 SUPPLIES, MATERIALS & FUEL												
5201 Maintenance Supplies / Materials	622.31	1,333.33	711.02	53.33%		1,333.33	1,333.33	100.00%	622.31	16,000.00	15,377.69	96.11%
5202 Operations Supplies / Materials	1,722.81	500.00	(1,222.81)	-244.56%		500.00	500.00	100.00%	1,722.81	6,000.00	4,277.19	71.29%
5203 Fuel Maintenance	264.40	500.00	235.60	47.12%		500.00	500.00	100.00%	264.40	6,000.00	5,735.60	95.59%
Total 5200 SUPPLIES, MATERIALS & FUEL	\$ 2,609.52	\$ 2,333.33	\$ (276.19)	-11.84%	\$ -	\$ 2,333.33	\$ 2,333.33	100.00%	\$ 2,609.52	\$ 28,000.00	\$ 25,390.48	90.68%
5300 TRAVEL / TRAINING												
5307 Trainings / Meetings		1,250.00	1,250.00	100.00%		1,250.00	1,250.00	100.00%		15,000.00	15,000.00	100.00%
Total 5300 TRAVEL / TRAINING	\$ -	\$ 1,250.00	\$ 1,250.00	100.00%	\$ -	\$ 1,250.00	\$ 1,250.00	100.00%	\$ -	\$ 15,000.00	\$ 15,000.00	100.00%
5500 UTILITIES												
5501 Electricity	(841.41)	10,416.67	11,258.08	108.08%		10,416.67	10,416.67	100.00%	(841.41)	125,000.00	125,841.41	100.67%
5502 Propane	524.60	1,100.00	575.40	52.31%		1,700.00	1,700.00	100.00%	524.60	13,400.00	12,875.40	96.09%

Crescent City Harbor District
Annual Budget vs. Actuals
July 2024 - June 2025

	Jul 2024				Aug 2024				Total			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%	Actual	Budget	Variance	%
5503 Telephone	1,021.71	900.00	(121.71)	-13.52%		900.00	900.00	100.00%	1,021.71	10,800.00	9,778.29	90.54%
5504 Water & Sewer Service	3,044.03	6,250.00	3,205.97	51.30%		6,250.00	6,250.00	100.00%	3,044.03	75,000.00	71,955.97	95.94%
5505 Trash & Recycle	8,619.64	8,333.33	(286.31)	-3.44%		8,333.33	8,333.33	100.00%	8,619.64	100,000.00	91,380.36	91.38%
5506 WI-FI / Internet Services	627.14	1,400.00	772.86	55.20%		1,400.00	1,400.00	100.00%	627.14	16,800.00	16,172.86	96.27%
Total 5500 UTILITIES	\$ 12,995.71	\$ 28,400.00	\$ 15,404.29	54.24%	\$ -	\$ 29,000.00	\$ 29,000.00	100.00%	\$ 12,995.71	\$ 341,000.00	\$ 328,004.29	96.19%
5600 WRITE-OFFS		3,333.00	3,333.00	100.00%		3,333.00	3,333.00	100.00%		39,996.00	39,996.00	100.00%
Total Expenses	\$ 241,162.77	\$ 218,446.66	\$ (22,716.11)	-10.40%	\$ 290.62	\$ 221,179.66	\$ 220,889.04	99.87%	\$ 241,453.39	\$ 2,820,889.00	\$ 2,579,435.61	91.44%
Net Operating Income	\$ (61,050.32)	\$ (99,976.66)	\$ (38,926.34)	38.94%	\$ 68,662.68	\$ (97,979.66)	\$(166,642.34)	170.08%	\$ 7,612.36	\$ (1,212,645.00)	\$ (1,220,257.36)	100.63%

Friday, Aug 02, 2024 09:38:50 AM GMT-7 - Accrual Basis

Crescent City Harbor District

Balance Sheet

As of August 2, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 CASH AND INVESTMENTS	0.00
1001 Bayside Checking #1766	380.00
1003 CCHD Checking #4766	146,373.12
1004 CCHD Savings #4774	5,021.29
1005 LAIF Reserve	1,070,363.40
1006 RHV Checking #0707	500.00
1008 QB Payment Clearing Account	6,203.95
Total 1000 CASH AND INVESTMENTS	1,228,841.76
Total Bank Accounts	\$1,228,841.76
Accounts Receivable	
1100 ACCOUNTS RECEIVABLE	280,909.08
1102 Tax Proceeds Receivable	0.00
Total 1100 ACCOUNTS RECEIVABLE	280,909.08
Total Accounts Receivable	\$280,909.08
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	5,200.00
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	2,506,100.29
1250 UNDEPOSITED FUNDS	3,248.76
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	\$2,525,530.90
Total Current Assets	\$4,035,281.74

Crescent City Harbor District

Balance Sheet

As of August 2, 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	\$27,666,774.93
<hr style="border-top: 3px double #000;"/>	
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1600 ACCOUNTS PAYABLE (A/P)	192,268.34
Total Accounts Payable	\$192,268.34
Credit Cards	
1700 CREDIT CARD ACCOUNTS	
1701 Home Depot	0.00
1702 USBank	3,877.44
Total 1700 CREDIT CARD ACCOUNTS	3,877.44
Total Credit Cards	\$3,877.44
Other Current Liabilities	
1900 PAYROLL LIABILITIES	
1903 Garnishments	-900.46
1904 Pension Defer Cash In-flows	200,815.00
1906 Accrued Payroll Liabilities	58,548.15
1907 Compensated Absences	106,595.00

Crescent City Harbor District

Balance Sheet

As of August 2, 2024

	TOTAL
Total 1900 PAYROLL LIABILITIES	365,057.69
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	90.85
1800 CDTFA / TOT SALES TAX DUE	0.00
1801 CDTFA Sales Tax	330.44
1802 TOT	196.00
Total 1800 CDTFA / TOT SALES TAX DUE	526.44
Out Of Scope Agency Payable	0.00
Total CDTFA PAYABLE	617.29
Total Other Current Liabilities	\$834,368.49
Total Current Liabilities	\$1,030,514.27
Long-Term Liabilities	
2100 LONG TERM DEBT	0.00
2101 Dwelley / Frazier Note Bayside RV Park	-24,384.50
2102 USDA Loan	5,227,703.54
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	11,795,860.14
Total Long-Term Liabilities	\$11,795,860.14
Total Liabilities	\$12,826,374.41
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	-12,757,044.27
2350 OPENING BALANCE EQUITY	27,208,230.37
Net Income	56,496.03
Total Equity	\$14,840,400.52
TOTAL LIABILITIES AND EQUITY	\$27,666,774.93

Crescent City Harbor District

Profit and Loss

July 1 - August 2, 2024

	TOTAL
Income	
2400 COMMERCIAL REVENUE	
2401 Commercial Fees Additional	20,738.35
2402 Commercial Hoist Leases	27,060.00
2403 Commercial Leases	69,310.54
2407 Commercial Utilities	1,499.57
2409 Freezer Rental	1,332.00
2410 Poundage Fees	11,526.24
Total 2400 COMMERCIAL REVENUE	131,466.70
2600 SERVICES & FEES	
2602 No Insurance Fee	4,860.00
2603 Fees & Sales Additional	486.15
2606 Key Fob Sales	35.00
2608 Launch Permit Fees	3,386.00
2610 Live-a-Board Fees	1,680.00
2611 Mobile Crane Rental	492.00
2612 Storage Revenue	3,500.25
2613 Utilities Marina	1,349.55
2615 Surcharge / Admin Fee	360.00
Total 2600 SERVICES & FEES	16,148.95
2700 MOORAGE - SLIP RENTALS	
2701 Rec Slip Rentals / Dockwa	53,307.35
Total 2700 MOORAGE - SLIP RENTALS	53,307.35
2800 RV PARKS REVENUE OPERATIONS	
2801 RV Bayside Leases	35,600.00
2802 RV BS Dump Station	15.00
2803 RV BS Fees	1,280.00
2805 RV BS Laundry	144.50
2809 RV Guest Rentals	10,091.80
Total 2800 RV PARKS REVENUE OPERATIONS	47,131.30
3000 SALES OF PRODUCT REVENUE	
3001 GIFT SHOP SALES	291.45
Total 3000 SALES OF PRODUCT REVENUE	291.45
Total Income	\$248,345.75
GROSS PROFIT	\$248,345.75
Expenses	
3300 AUTO EXPENSES	
3301 Fuel Expenses	127.03
3302 Maintenance and Repair	107.07
3303 Truck Leases/Auto Exp	3,509.34
Total 3300 AUTO EXPENSES	3,743.44

Crescent City Harbor District

Profit and Loss

July 1 - August 2, 2024

	TOTAL
3400 BANK FEES / SURCHARGES	
3402 Merchant Fees	152.95
3404 QuickBooks Payments Fees	753.60
Total 3400 BANK FEES / SURCHARGES	906.55
3500 DUES / CHARITABLE CONTRIBUTIONS	60.00
3600 CONTRACTORS OPERATIONS	
3602 Outside Services	8,941.21
Total 3600 CONTRACTORS OPERATIONS	8,941.21
3700 INSURANCE POLICIES	
3701 Auto Insurance	1,823.00
3702 Liability & Property Policies	35,688.48
3703 Workers Comp	2,099.41
Total 3700 INSURANCE POLICIES	39,610.89
3900 PROFESSIONAL FEES / CONSULTANTS	
3901 Accounting	720.00
3903 Attorney Professional Services Legal	16,983.50
3904 Additional Non-Attorney	2,293.60
3905 Legal Reimbursements	680.90
3906 Engineering	18,931.50
3908 IT Services	2,231.23
3909 IT Reimbursements	1,590.50
Total 3900 PROFESSIONAL FEES / CONSULTANTS	43,431.23
4000 OFFICE / GENERAL OPERATIONS	
4002 Office Equipment Leases	561.99
4003 Office Expenses	235.38
4004 Permits / Licenses	1,030.00
4006 Subscriptions & Software	200.00
4007 Uniform Expenses	290.96
4008 Website & Hosting Expenses	249.00
4028 Postage & Shipping	300.00
Total 4000 OFFICE / GENERAL OPERATIONS	2,867.33
5000 PAYROLL EXPENDITURES	
5001 Payroll Expenses	90,202.91
5002 Payroll Benefits	21,432.38
5003 Health Benefits	12,818.95
Total 5000 PAYROLL EXPENDITURES	124,454.24
5100 REPAIRS / MAINTENANCE	
5101 Heavy Equipment Lease Payments	1,713.34
5102 Operations Purchases	119.93
Total 5100 REPAIRS / MAINTENANCE	1,833.27

Crescent City Harbor District

Profit and Loss

July 1 - August 2, 2024

	TOTAL
5200 SUPPLIES, MATERIALS & FUEL	
5201 Maintenance Supplies / Materials	622.31
5202 Operations Supplies / Materials	1,722.81
5203 Fuel Maintenance	264.40
Total 5200 SUPPLIES, MATERIALS & FUEL	2,609.52
5500 UTILITIES	
5501 Electricity	-841.41
5502 Propane	524.60
5503 Telephone	1,021.71
5504 Water & Sewer Service	3,044.03
5505 Trash & Recycle	8,619.64
5506 WI-FI / Internet Services	627.14
Total 5500 UTILITIES	12,995.71
Total Expenses	\$241,453.39
NET OPERATING INCOME	\$6,892.36
Other Income	
5700 GRANTS RECEIVED	
5701 CCHD Admin In-Direct Costs	35,264.94
Total 5700 GRANTS RECEIVED	35,264.94
6000 TAX PROCEEDS	
6001 Property Tax	61,416.54
Total 6000 TAX PROCEEDS	61,416.54
Total Other Income	\$96,681.48
Other Expenses	
6100 GRANT EXPENSES - NON-OPERATING	
6101 Grant & Project Management	4,100.00
6101B CSS HMPG	5,000.00
Total 6101 Grant & Project Management	9,100.00
6104 Citizens Dock Design Coastal	34,237.81
6106 FEMA HMGP South Beach Planning	3,500.00
Total 6100 GRANT EXPENSES - NON-OPERATING	46,837.81
Total Other Expenses	\$46,837.81
NET OTHER INCOME	\$49,843.67
NET INCOME	\$56,736.03



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, August 20, 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.

