

# Board of Harbor Commissioners

## Crescent City Harbor District

October 1, 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, October 1, 2024**

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

**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#

*\* NOTE: Commissioner/Secretary Rick Shepherd will be attending the meeting remotely pursuant to Gov. Code § 54953(b) from the following publicly accessible location: 5894 La Push Road, Forks, Washington.*

## **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. Presentation from Community System Solutions (CSS) on a Draft CCHD Strategic Development Plan (Update #4 - Final).**

## **3. 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 September 5, 2024 Special CCHD Board Meeting.**

**4. New Business**

- a. Appoint Ad Hoc Committee to Draft Board of Commissioners Response to Civil Grand Jury Report.**
- b. Approve Utility Audit Proposal from Advanced Recovery Services, Inc.**
- c. Consider First Draft of Ordinance to Prohibit Fireworks Within the Harbor District.**

**5. Communications and Reports**

- a. Revenue Generation Progress Report**
- b. Dredging Update**
- c. CEO/Harbormaster Report**
- d. Harbor Commissioner & Ad Hoc Committee Reports**

**6. Adjourn to Closed Session**

**CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Negotiator: Ruben Duran, District General Counsel

Unrepresented employee: Acting CEO/Harbormaster

## **PUBLIC EMPLOYEE APPOINTMENT**

Government Code Section 54957

Position to be Filled: Interim CEO/Harbormaster

### **7. Report out from Closed Session**

### **8. Ratify Employment Agreement for Interim CEO/Harbormaster**

### **9. MEETING ADJOURNMENT**

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Tuesday, October 15, 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. Presentation from Community System Solutions (CSS) on a Draft CCHD Strategic Development Plan (Update #4 - Final).**

***Public Comment?***





**October 1, 2024**

**RE: CCHD Strategic Development Plan – Update and Board Report**

Commissioners,

Community System Solutions is pleased to present the attached final version of the CCHD Strategic Development Plan.

This version includes all relevant comments we received from the Harbor Commissioners, Harbor staff and the public.

This plan shows potential project options for Harbor owned properties in the port. The projects are designed to add services and opportunities to the commercial fishing fleet, to Harbor dependent marine commercial business and to Harbor visitors.

The intended use of the plan is to allow the Harbor District to recruit businesses to the Harbor. It is expected that the cost of constructing the buildings needed by those businesses would be paid for by those businesses.

The presentation of this final plan to the Harbor District ends Community System Solutions contract for this project.

Our \$10,000 contract was paid for from the \$1,350,000 FEMA / CalOES Hazard Mitigation Grant Program grant written by Community System Solutions.

We appreciate the opportunity to work on such an important project.

Thank you,

Michael Bahr, CEO, Community System Solutions



**2. Presentation from Community System Solutions (CSS) on a Draft CCHD Strategic Development Plan (Update #4 - Final).**

*due to the large file size, please access the content by clicking on the link below:*

[https://www.ccharbor.com/files/3e0bf9275/CCHD+Strategic+Development+Plan+-+FINAL+9\\_26\\_24.pdf](https://www.ccharbor.com/files/3e0bf9275/CCHD+Strategic+Development+Plan+-+FINAL+9_26_24.pdf)

***Public Comment?***



### **3. 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 September 5, 2024 Special Meeting.**

***Public Comment?***

<b>Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	September 5, 2024 9:00 a.m.



**Board of Harbor Commissioners of the Crescent City Harbor District**

**MINUTES**

*Special Session, Thursday, September 5, 2024, at 9:00 A.M.*

**CALL TO ORDER:**      9:00 AM

**ROLL CALL:**

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

*ABSENT:*      NONE

**1) General Public Comments**

During the public comment period, Donna Westfall introduced herself as a process server and served court papers on Commissioners. The papers were related to a petition for writ of mandate. Ms. Westfall emphasized concerns related to the fiduciary responsibility of elected officials and harbor employees to manage tax dollars responsibly.

Linda Sutter spoke next, expressing frustration with the Harbor District’s refusal to provide access to financial records, specifically credit card receipts, which led her to file a writ of mandate. She also called for a revision of the Harbor’s credit card policy to align with government standards, mentioning excessive spending.

**2) Discuss Measures to Address Problems from Fireworks within the Harbor District.**

President Adams and Commissioner Weber presented the recommendation from the Fireworks Ad Hoc Committee, which was to implement a zero-tolerance ordinance banning all fireworks within the Harbor District, with the exception of designated beach areas along South Beach. In those areas only, fireworks that were legal under State law would be permitted (consisting of “safe and sane” fireworks that exclude aerial types). The rationale behind

permitting fireworks in the beach areas was that those areas posed the lowest fire risk, allowing the public to continue participating in a long-standing and popular fireworks tradition while still maintaining reasonable safety precautions. However, all other areas of the Harbor would be designated “family safe zones” with absolutely no fireworks permitted whatsoever. Potentially, exceptions could be made for professional displays by licensed pyrotechnical experts, with prior Board approval.

Commissioner Stone advocated for a more stringent ordinance that would extend the fireworks ban to the entire Harbor, including the beach areas. While Commissioner Shepherd was sympathetic with Commissioner Stone’s concerns, Commissioner Shepherd felt that a complete ban across all areas, including the beaches, would be impractical from an enforcement perspective. This was partly due to the near impossibility of restricting beach access. Commissioner White suggested that it would be difficult to enforce such a complete fireworks ban in other areas of the Harbor also.

Harbor Commission candidate Dan Schmidt proposed setting up blockades to restrict vehicle access to the Harbor during the Fourth of July, similar to measures used for parades in Crescent City. However, Secretary Shepherd opposed the idea, arguing that even on the holiday, some slip renters would need easy access to their boats for fishing. Harbor Commission candidate Linda Sutter endorsed Commissioner Stone’s position, advocating for a total ban on fireworks across all areas of the Harbor, including the beach. President Adams, however, suggested that a more gradual approach would be more effective, noting that allowing the public at least a limited area for “safe and sane” fireworks on the beach might be easier for the public to accept. Harbor Commission candidate Annie Nehmer supported the sentiments of President Adams.

After further discussion, there was consensus that beach areas along North Beach could follow the same approach as South Beach, allowing for “safe and sane” fireworks only. President Adams then announced that the discussion would be continued to a future meeting.

**3) Consider and Approve Termination Agreement Regarding Tri-Agency Economic Development Authority.**

Commissioner White introduced the agenda item, explaining that the agreement was a legal formality required to finalize the termination of the Tri-Agency, which the Board had already agreed to in principle at previous meetings. Commissioner White then **moved** to approve the agreement. Commissioner Stone **seconded** the motion.

**POLLED VOTE** was called, **MOTION CARRIED**

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

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

**4) Adjourn to Closed Session.**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Gov. Code §54956.9(d)(2))

Number of Cases: One case based on correspondence with Linda Sutter

**5) Rejoin Open Session and Report from Closed Session.**

President Adams announced that there was nothing to report publicly from the Board's closed session. President Adams then adjourned the meeting.

*ADJOURNMENT TO THE BOARD OF HARBOR COMMISSIONERS NEXT REGULAR MEETING SCHEDULED FOR TUESDAY SEPTEMBER 17, 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.

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Harry Adams, President

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Rick Shepherd, Secretary



#### **4. New Business**

- a. Appoint Ad Hoc Committee to Draft Board of Commissioners Response to Civil Grand Jury Report.**

***Public Comment?***



#### **4. New Business**

- b. Approve Utility Audit Proposal from Advanced Recovery Services, Inc.**

***Public Comment?***



# ARS Utility Audit Proposal Summary

## What is needed for an Audit?

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

## Audit Compensation

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

*Refunds*- 50% of any refunds/credits obtained by the customer, as based on the results of the audit (Ex., \$1,000 refund, ARS sends an invoice for \$500).

*Reductions*- When any savings recommendations are implemented as a result of the audit, ARS will receive a 50% share of the savings monthly for the first 24 months of actual savings. (Ex., A reoccurring charge of \$25 was removed from an account. We'll ask for \$12.50 a month, billed on a monthly basis, for 24 months and then the client keeps the savings forever).

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

## The No Obligation Utility Audit

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

## Broker Services

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

## **ARS Utility Audit Proposal Summary**

This AGREEMENT is made this day 7<sup>th</sup> of June, 2024, by and between Crescent City Harbor District, (“Client”) and Advanced Recovery Services, Inc., (“Auditor”).

### **I. Purpose and Duration of Agreement**

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

### **II. Services to be Performed**

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

### **III. Auditor Compensation**

Client agrees to compensate Auditor as follows:

- A. Auditor will receive a fifty percent (50%) share of all the rebates/refunds received as a result of Auditor's efforts.
- B. Auditor will receive a percentage share of all the savings which are created by Auditor’s efforts based on the following schedule: 50% of the first 24 months of actual savings, payable monthly.

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

IV. Miscellaneous

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

Client:

Crescent City Harbor District

By: \_\_\_\_\_

Print Name: Mike Rademaker

Title: Asst. Harbormaster

Date: \_\_\_\_\_

Auditor:

Advanced Recovery Services, Inc.

By: *Patrick J. Dooley*

Print Name: Patrick J. Dooley, CMA, MBA

Title: President

Date: 6/7/24



#### **4. New Business**

- c. Consider First Draft of Ordinance to Prohibit Fireworks Within the Harbor District.**

***Public Comment?***

# AN ORDINANCE OF THE CRESCENT DISTRICT HARBOR DISTRICT REGULATING FIREWORKS

**\*\*\* DRAFT VERSION 2024.09.28 – NOT YET APPROVED \*\*\***

## §1. GENERAL AUTHORITY.

California Health and Safety Code Section 12541.1 provides that Special Districts may adopt an ordinance or regulation to prohibit or regulate the sale, use, or discharge of fireworks within that special district.

## §2. PURPOSE.

A. This chapter authorizes the imposition of administrative fines on any person who violates any provision of this ordinance in order to encourage and obtain compliance with the provisions of this ordinance for the benefit and protection of the entire community. This chapter governs the imposition, enforcement, collection and administrative review of all administrative fines, related to: the possession, use, storage, sale and/or display of fireworks, with the exception of a pyrotechnic licensee when operating pursuant to that license, and the use of “safe and sane fireworks” as defined in California Health and Safety Code Section 12500 *et sec* in certain defined areas of the Crescent District Harbor District (hereinafter “District”), or at dates, times and/or locations as permitted by this ordinance, or as authorized by action of the Board of Harbor Commissioners. Said administrative fines are imposed under authority of Government Code Section 53069.4 and Health and Safety Code Section 12557.

B. The issuance of citations imposing administrative fines may be performed at the discretion of the Harbormaster as authorized hereunder; and the issuance of a citation to any person constitutes but one remedy of the District to redress violations of this code by any person. By adopting this chapter, the District does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violation of this code by any person, which this District may otherwise pursue.

C. The imposition of fines related to fireworks under this chapter shall be limited to persons who possess, sell, use and/or display, or the seizure of, 25 pounds or less (gross weight) of such fireworks.

D. Fines collected pursuant to this chapter related to fireworks shall be subject to Health and Safety Code Section 12726, which section provides that 65 percent of all administrative fines or penalties collected by the District shall be forwarded to the Controller of the State of California for deposit in the State Fire

Marshal Fireworks Enforcement and Disposal Fund, as described in Health and Safety Code Section 12728.

### §3. DEFINITIONS.

The following definitions apply to the use of these terms for the purposes of this section:

- A. "Citee" means any person served with an administrative citation charging him or her as a responsible person for violation.
- B. "Citation" means an administrative citation issued pursuant to this section to remedy a violation.
- C. "Code" means the Crescent District Harbor District Ordinance Code.
- D. "Harbor Patrol Officer" (HPO) means the Harbormaster or any employee or agent of the District designated by the Harbormaster to enforce any provision of this code.
- E. "Issuance" or "Issued" means any of the following:
  - a. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedures; or
  - b. Mailing of administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the County Assessor; or
  - c. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:
    - 1. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left: or
    - 2. In the event the responsible party cannot be served by First Class Mail, postage pre-paid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be affected by posting the property with the administrative fine citation and mailing a copy by First Class Mail, postage pre-paid, to the responsible party in violation at the address of the property where the violation exists.
- F. "Hearing Officer" means the person appointed by the Harbormaster to serve as the hearing officer for administrative hearings hereunder.
- G. "Person" means a natural person or a legal entity that is also an owner, tenant, lessee and/or other person.
- H. "Responsible Person" means a person who causes a code violation to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or

allows a violation to exist or continue. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

I. "Violation" or "Violates" refers to any violation of any provision of this code as well as the failure to comply with any additional requirement imposed by any license and/or approval issued to a person under or pursuant to any other District ordinance.

#### §4. ISSUANCE OF ADMINISTRATIVE CITATION.

A. Whenever a Harbor Patrol Officer (HPO) determines that a violation of the code has occurred, the HPO may issue an administrative citation on a district-approved form listing the code violation(s) and the amount of the administrative fine required to be paid by the responsible person(s) in accordance with the provisions of this chapter.

B. Each administrative citation shall contain the following information:

- a. The name, mailing address, date of birth, driver's license number, and home or business telephone number of the responsible person charged with any violation of this code;
- b. The address or description of the location of the violation;
- c. The date or dates on which the person violated this code;
- d. The section or sections of this code that were violated;
- e. A description of the violation(s);
- f. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the District is required to take action to collect such fines, the responsible person may be charged costs and attorney's fees;
- g. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);
- h. The names, addresses and telephone numbers of any witnesses to the violation(s);
- i. The name and signature of the HPO who issued the citation and the name and signature of the citee, if he or she is physically present and will sign the citation at the time of its issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of the code;

j. Any other information deemed necessary by the Harbormaster for enforcement or collection purposes.

§5. ADMINISTRATIVE FINES.

A. Each person who violates any provision of this code as it relates to the possession, use, storage, sale and/or display of fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

<u>Number of offences within 1 year period</u>	<u>Amount of Penalty</u>	<u>Disposal Charge</u>	<u>Total Amount</u>
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

B. In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within 30 calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the HPO, immediately. For penalties not paid in full within that time, a late charge in the amount set forth in the District Ordinance Code is hereby imposed and must be paid to the District by the citee. Fines not paid within the time established by this ordinance shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in any 12-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.

C. All administrative fines and any late charges and interest due shall be paid to the District at such a location or address as stated on the citation, or as may otherwise be designated by the Harbormaster. Payment of any fine or fines shall not excuse the citee from complying with the provision of the code so violated. The issuance of the citation and/or payment of any fine shall not bar the District from employing any other enforcement action or remedy to obtain compliance with the provisions of the code so violated including the issuance of additional citations and/or criminal prosecution.

D. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The District shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges and/or interest.



E. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the code.

## §6. RIGHT TO AN ADMINISTRATIVE HEARING

A. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing on a District-approved form with the Harbormaster within 30 calendar days from the issuance date of a citation. If the Harbormaster does not receive the request in the required time period, the citee shall have waived a right to a hearing and the citation shall be deemed confirmed and final.

B. No fees shall be charged for the filing of a request for a hearing.

C. Citees must deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a non-negotiable check, shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the District shall not accrue interest. Penalties deposited shall be returned to the person who deposited them if the citation is overturned.

D. A request for a hearing shall contain the following:

- a. The citation number;
- b. The name, address; telephone number and any facsimile numbers and e-mail addresses of each person contesting the citation;
- c. A statement of the reason(s) why a citation is being contested;
- d. The date and signature of the citee(s).

E. The District will notify all persons who filed a request for a hearing in writing by First Class Mail of the date, time and place set for the hearing at least 10 calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, District action or proceeding conducted pursuant to this chapter.

F. The hearing will be conducted within 60 days of the date a timely and complete request is received by the Harbormaster.

G. If the HPO submits an additional written report concerning the citation to the District for consideration at the hearing, the HPO shall also serve a copy of such report by First Class Mail on the person requesting an administrative hearing no less than 7 calendar days prior to the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing, District action or proceeding pursuant to this chapter.

## §7. ADMINISTRATIVE HEARING - PROCEDURES

A. The hearing officer designated or appointed by the Harbormaster shall hear all requests for administrative hearings of administrative fines in accordance with the procedures established herein.

B. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The District bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The citation is prima facie evidence of the violation, however, and the HPO who issued the citation is not required to attend or participate at the hearing. The citee(s) and HPO, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing provided there is no expense to the District therefore. The hearing officer may question any person who presents evidence or who testifies at any hearing.

C. A citee may appear at the hearing in person or by written declaration executed perjury. Said declaration and any documents in support thereof shall be tendered to and received by the District at least 7 business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.

D. Hearings may be continued once at the request of a citee or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

## §8. HEARING DECISION - RIGHT OF APPEAL

A. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefore.

B. The hearing officer shall serve citee(s) by First Class Mail with a copy of the written decision. The date the decision is deposited with U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, District action or proceeding conducted pursuant to this chapter.

C. Decisions of the hearing officer may be appealed, to the Board of Harbor Commissioners within 30 days after the date of their service. Each decision shall contain a statement advising the citee of this appeal right and the procedure for its exercise. A citee shall file a notice of appeal with the District within 20 calendar days after the date of service of the hearing officer's decision.

D. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

E. The Board of Harbor Commissioners is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the Superior Court. If a responsible person prevails on appeal, the District shall reimburse his or

her fine deposit within 30 calendar days of the Board of Harbor Commissioners' decision on the appeal.

#### §9. FIREWORKS SEIZURES

Authorities seizing fireworks shall notify CAL FIRE-Office of the State Fire Marshal within 3 days of the fireworks seizure, submit a copy of the citation and shall state the reason for the seizure, quantity, type and location of the fireworks. Those fireworks shall be held in trust for CAL FIRE-Office of the State Fire Marshal by that Authority.

#### §10. FORWARDING OF ADMINISTRATIVE FINES AND PENALTIES

The District shall forward 65 percent of the collected administrative fines or penalties to the State Controller for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund. These monies shall be deposited monthly. The District shall calculate the administrative fine or penalty such that CAL FIRE-Office of the State Fire Marshal shall be reimbursed at the rate of not less than \$9 per pound of seized fireworks, or as established by the CAL FIRE-Office of the State Fire Marshal rate of reimbursement reevaluated biannually.



## **5. Communications and Reports**

### **a. Revenue Generation Progress Report**

***Public Comment?***



## **5. Communications and Reports**

### **b. Dredging Update**

***Public Comment?***



## **5. Communications and Reports**

### **c. CEO/Harbormaster Report**



## **5. Communications and Reports**

### **d. 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. Adjourn to Closed Session**

### **CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Negotiator: Ruben Duran, District General Counsel

Unrepresented employee: Acting CEO/Harbormaster

### **PUBLIC EMPLOYEE APPOINTMENT**

Government Code Section 54957

Position to be Filled: Interim CEO/Harbormaster

## **7. Report out from Closed Session**

## **8. Ratify Employment Agreement for Interim CEO/Harbormaster**



## 9. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Tuesday, October 15, 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.*

