# **Board Of Harbor Commissioners**

**Crescent City Harbor District** 

18 January 2022 Regular Harbor Commission Meeting



## **Regular Meeting**

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

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

#### **AGENDA**

Date: Tuesday, January 18, 2022

Time: Open Session 2:00 p.m.

Place: 101 Citizens Dock, Crescent City, CA 95531 and via Zoom Webinar

PURSUANT TO AB 361, THE PUBLIC AND BOARD MAY PARTICIPATE IN THIS MEETING VIA TELECONFERENCE AS SOCIAL DISTANCING MEASURES ARE RECOMMENDED BY STATE OFFICIALS.

#### **Virtual Meeting Options**

Link for Zoom Webinar: https://us02web.zoom.us/j/82717545424?pwd=aExZeTRuL0VreFVEZGwweUR2TEpIdz09

Please enter passcode: 182536

**Call to Order** 

Roll Call

## **Pledge of Allegiance**

#### **Public Comment**

This portion of the Agenda allows the public to comment to the Board on any issue not itemized on this Agenda, however, the Board may not take action or engage in discussion on any item that does not appear on the Agenda. Periods when public comments are allowed, Harbor Commissioners will allow attendees to submit questions and/or comments using the Zoom in-meeting chat function. The Harbor Commission asks that members of the public keep questions and comments succinct and relevant.

#### **REGULAR SESSION**

#### 1. Consent Calendar

Consent Calendar items are considered routine and will be approved by one Motion, with no separate discussion prior to voting. The public, staff, or members of the Harbor Commission may request specific items be removed from the Consent Agenda for separate consideration or action.

- a. Approval of the Meeting Minutes of the December 21, 2021 Regular Meeting.
- b. Approval of the Warrant List from December 31, 2021 through January 13, 2021.

#### 2. New Business

- a. Review of Bottom Line Savings from Solar Production.
- b. Review and discuss cost estimation for B-Dock Restroom and vote to approve.
- c. Appoint Ad Hoc committee to assess harbor property for repair or replacement.

#### 3. Unfinished Business

- a. Review and discuss modernization of the Harbor District's vehicle fleet.
- b. Dredge Permit Update

## 4. Communications and Reports

- a. Financial Reports: Ad Hoc Committee Update, Account Balances, P&L Statement, A/R Report
- b. CEO/Harbormaster Report
- c. Harbor Commissioner Reports

#### 5. ADJOURNMENT

Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for Tuesday, February 1, 2022, 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.



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- b. Approval of the Warrant List from December 31, 2021 through January 13, 2021.



#### 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 December 21, 2021 2:00 p.m.

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

#### **MINUTES**

Regular Meeting, Tuesday December 21, 2021 at 2:00 P.M.

CALL TO ORDER: 2:00 PM

**ROLL CALL**:

PRESENT: President BRIAN STONE

Secretary WES WHITE
Commissioner RICK SHEPHERD
Commissioner HARRY ADAMS
Commissioner GERHARD WEBER

ABSENT: NONE

QUORUM: YES

**PLEDGE OF ALLEGIANCE**: led by Commissioner White

#### **PUBLIC ADDRESS ON THE STATE OF THE HARBOR BY PRESIDENT STONE:**

President Stone recounted major milestones of the Harbor during his tenure on the Board. At the time of his first election to the Board in 2016, the Harbor was running an annual cash flow deficit of \$498,000. Citizens responded with the passage of a ballot initiative (Measure C). Commissioner Shepherd was instrumental in promoting the passage of that initiative, and President Stone acknowledged his own contribution to the effort. As a result, in 2020 the Harbor received \$236,000 in additional funding, helping to offset a \$262,000 annual USDA loan payment.

Another significant achievement was the restructuring of two RV parks within the Harbor, after the termination of disadvantageous lease agreements. Unfortunately, the agreements did not provide the best possible benefit for the public. This was illustrated by a comparison of gross receipts before and after lease termination. Approximately \$27,000 in gross receipts was paid to the Harbor District from the former Harbor RV Anchorage, compared to \$397,000 generated

from the same park after lease termination [the park now operates under the name Redwood Harbor Village]. A similar comparison of Bayside RV Park indicated approximately \$44,000 before lease termination, and \$381,000 afterwards. After making adjustments to the gross receipts figures to account for the Harbor District's operating expenses, the annual net gain from restructuring of the RV parks was calculated as approximately \$450,000 [from both RV parks collectively].

President Stone then reviewed financial benefits provided by four newly instituted lease agreements with commercial Harbor tenants. Additional financial benefits were realized from legal settlements and grant funding. In summation, President Stone presented a calculation of total new gross receipts of \$1,188,117.00. From this amount he subtracted a budget deficit of \$498,500.00, resulting in an overall positive cash flow of \$698,617.00. He then added other cash receipts totaling \$794,158.00, to yield total positive receipts of \$1,492,775.00.

One lingering concern was depreciation of \$3.9 million. In order to address this problem, the Harbor had a continuing need to generate additional revenue. This motivated ongoing discussions with private developers who were proposing new projects within the Harbor to generate revenue.

Overall, President Stone expressed satisfaction that the Harbor's finances had undergone a dramatic shift in a positive direction under his tenure, and he provided his encouragement and well wishes to the next President of the Board.

<u>PUBLIC COMMENT</u>: The following individuals addressed the Board regarding subject matters not on the meeting agenda: NONE

#### 1) CONSENT CALENDAR

(1A) Approval of the Meeting Minutes of the December 7, 2021 Regular Meeting. (1B) Approval of the Warrant List from December 3, 2021 through December 17, 2021.

The Board reviewed various entries on the warrant list, and received clarification from CEO/Harbormaster Tim Petrick. Commissioner Shepherd asked that the minutes be amended so that references to Del Norte County District 4 Supervisor Gerry Hemmingsen not include his title of "Supervisor," because he was not commenting in his official capacity as a County Supervisor, but simply as a boat owner. Commissioner White **moved** to approve the consent calendar with the aforementioned changes to the minutes. Commissioner Adams **seconded** the motion. President Stone then opened up public comment on the agenda item. No members of the public commented. President Stone then moved the discussion back to the Board.

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

Ayes: WHITE, ADAMS, SHEPHERD, WEBER, STONE / Nays: NONE

Absent: NONE / Abstain: NONE

#### 2) NEW BUSINESS

#### (2A) Election of the President and Secretary of the Board, pursuant to the CCHD Bylaws

President Stone removed himself from consideration for an additional term as Board President, and he expressed satisfaction with the achievements made during his presidency. Commissioner Weber then **nominated** Commissioner Shepherd for Board President. Commissioner Adams **seconded** the nomination. President Stone then temporarily stepped down from presiding over the meeting so that he could **nominate** Commissioner White for Board President. It was noted that the Board Bylaws did not require another Commissioner to second the nomination. President Stone then opened up public comment on the agenda item. No members of the public commented. President Stone then moved the discussion back to the Board.

**POLLED VOTE** was called on the Nomination of Commissioner White for Board

President, Ayes: WHITE, STONE / Nays: SHEPHERD, WEBER, ADAMS

Absent: NONE / Abstain: NONE
The nomination was not carried.

**POLLED VOTE** was then called on the Nomination of <u>Commissioner Shepherd</u> for Board President, *Ayes:* ADAMS, WHITE, SHEPHERD, WEBER, STONE / *Nays:* NONE

Absent: NONE / Abstain: NONE

The nomination carried.

Commissioner White **nominated** Commissioner Weber for Board Secretary. Commissioner Shepherd **nominated** Commissioner Adams for Board Secretary. Commissioner Weber **seconded** the nomination of Commissioner Adams. President Stone then opened up public comment on the agenda item. No members of the public commented. President Stone then moved the discussion back to the Board.

**POLLED VOTE** was called on the Nomination of <u>Commissioner Adams</u> for Board Secretary, *Ayes:* WEBER, SHEPHERD, ADAMS / *Nays:* WHITE, STONE

Absent: NONE / Abstain: NONE

The nomination carried.

After the nomination of Commissioner Adams received three votes, the nomination of Commissioner Weber was removed from consideration by the Board.

\* At this point Commissioner Shepherd began presiding over the meeting as Board President \*

President Shepherd inquired concerning the drafting of a letter to the Region 1 (North Coast) Water Quality Control Board regarding dredging approval. CEO/Harbormaster Tim Petrick

BOARD OF HARBOR COMMISSIONERS - MINUTES - December 21, 2021 - 2:00PM - Page 3 of 6

replied that the letter was still being reviewed by staff, and he expected the letter to be available for consideration by the Board at the next meeting. President Shepherd then moved the discussion to the next agenda item.

#### 3) UNFINISHED BUSINESS

#### (3A) Solar Project Update.

CEO/Harbormaster Tim Petrick explained that Alex Lemus was preparing a report to be presented at the next meeting that would provide a detailed analysis of solar production credits and reconciliation of electrical meters. Mr. Lemus also expected to have updated information on a solar licensing agreement (SLA) payment. CEO/Harbormaster Petrick further explained that Mr. Lemus had identified billing errors from Pacific Power which would result in credits being applied in favor of the Harbor District. Apparently Pacific Power had billed the Harbor at a Washington State commercial rate, which was higher than the appropriate California commercial rate.

Commissioner Stone suggested that it was important for the Harbor to aggressively pursue billing credits for the errors, going back in time as far as legally allowable. Commissioner Stone also requested that any future leases with Mr. Lemus require Board approval for additional solar panel installations. Commissioner Adams commented that large solar panels along the beach would detract from the visual appeal of the location. President Shepherd noted that he had received numerous inquiries from the public on the financial return on investment from the solar project. He looked forward to receiving a detailed analysis.

President Shepherd then opened up public comment on the agenda item. No members of the public commented. President Shepherd then moved the discussion to the next agenda item.

#### (3B) Dredge Permit Update.

CEO/Harbormaster Tim Petrick reported on meetings with GeoEngineers, Inc., related to North Coast Regional Water Quality Control Board (NCRWQCB) permitting of beneficial use of Harbor dredge spoils. Mr. Petrick also reported on meetings with Planwest Partners to prepare for diver dredging. Due to the holiday time period, there was little movement on regulatory approval.

Commissioner Stone inquired as to whether the Harbor might utilize the dredge disposal site used by the Brookings Harbor. CEO/Harbormaster Petrick responded that consultants had informed him of state restrictions that prohibited such an approach. Commissioner Stone requested that Harbor staff research funding available to ports and harbors as part of the U.S. Infrastructure Investment and Jobs Act of 2021, passed by the U.S. Congress earlier in the year.

President Shepherd then opened up public comment on the agenda item. No members of the public commented. President Shepherd then moved the discussion to the next agenda item.

#### 4) COMMUNICATIONS AND REPORTS

#### (4A) Financial Reports: Account Balances, P&L Report, Accounts Receivable Report

CEO/Harbormaster Tim Petrick discussed a grant awarded to the Harbor in the amount of \$486,000. The grant funding was provided by the State of California to address financial losses associated with the COVID-19 pandemic. Assistant Harbormaster Todd Garrett was instrumental in preparing the grant application, with substantial assistance provided by other Harbor staff and financial consultant Stephen Denny. President Shepherd asked that staff prepare a report to provide further details on the grant funding, including details on other pending requests for rental assistance grant funding.

Commissioner Stone **moved** to approve the deposit of the \$486,000 into the Harbor's Local Agency Investment Fund (LAIF) account. Commissioner Weber **seconded** the motion. President Shepherd then opened up public comment on the agenda item. Annie Nehmer inquired concerning the interest rate of the LAIF account. Commissioner White responded that the interest rate varied, but that the LAIF account yielded the highest interest rate available to public agencies. President Shepherd then moved the discussion back to the Board.

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

Ayes: WHITE, WEBER, STONE, ADAMS, SHEPHERD / Nays: NONE

Absent: NONE / Abstain: NONE

Commissioner White commented on the financial statements and noted that depreciation needed to be included. He also suggested that the format and content of the statements could be improved in several ways. President Shepherd appointed Commissioner White and Commissioner Weber to an ad hoc committee to work with Harbor staff to make the desired improvements to financial accounting. CEO/Harbormaster Petrick noted that financial consultant Stephen Denny had already made substantial progress towards a revamped system of accounting. Mr. Petrick welcomed the assistance of the Board ad hoc committee.

#### (4B) CEO/Harbormaster Report

CEO/Harbormaster Tim Petrick reviewed briefing materials provided to the Board. Mr. Petrick highlighted revisions to the Harbor's Ordinance Code recently approved by the Board. Discussion also covered repairs to potholes in the Citizens' Dock parking lot. Mr. Petrick praised the work of Bill Newport who stepped in for Rich Salvaressa during his recuperation. Crab Season was reported to have good prices with at least one processor topping 700,000 lbs. Key fob readers were activated on the E dock bathrooms, and preparations were underway for the installation of showers at E dock.

President Shepherd then opened up public comment on the agenda item. No members of the public commented. President Shepherd then moved the discussion to the next agenda item.

#### (4C) Commissioner Reports.

- (a) <u>Commissioner White</u>: requested that the Board consider increasing the budget allocation to the Del Norte Visitors Bureau. At an upcoming meeting, bureau staff would make a presentation to the Board suggesting an increase from the current allocation of \$6,000, up to \$10,000 going forward.
- (b) <u>Commissioner Stone</u>: reported on his communications with staff at the office of U.S. Congressman Jared Huffman related to tenant concerns at the Harbor's RV parks.
- (c) <u>Commissioner Weber</u>: thanked outgoing President Stone for his achievements and leadership during his tenure, and welcomed incoming President Shepherd to make his own contribution towards improving the Harbor.
- (d) <u>Secretary Adams</u>: requested that bathroom facility improvements be considered at an upcoming meeting of the Board.
- (e) <u>President Shepherd</u>: thanked former President Stone and Secretary White for their contributions to the Harbor during their tenure, and President Shepherd emphasized the dramatic change in the Harbor's financial health under the leadership of former President Stone and Secretary White.

#### 5) <u>ADJOURNMENT</u>

ADJOURNMENT TO THE BOARD OF HARBOR COMMISSIONERS NEXT REGULAR MEETING SCHEDULED FOR TUESDAY, JANUARY 4, 2021 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	, 2022
Rick Shepherd, President	
Harry Adams, Secretary	

# Crescent City Harbor District Check Detail

December 31, 2021 through January 13, 2022

Туре	Num	Date	Name	Item	Acco	unt	Original Amount
Check		01/06/2022 CALPE	RS RETIREMENT	RETIREMENT	1040 · CCHD US BANK	OPERATING 4766	-2,329.95
Check		01/06/2022 CALPE	RS-HEALTH	HEALTH INSURANCE	1040 · CCHD US BANK	OPERATING 4766	-11,250.17
Bill Pmt -Check	2092	01/13/2022 SUBUF	RBAN PROPANE	RHV PROPANE	1045 · REDWOOD HARE	OR VILLAGE 0707	-90.38
Check	6252	01/13/2022 ARTHL	JR C. AHO	PARTIAL REFUND FOR SLIP	1040 · CCHD US BANK	OPERATING 4766	-1,197.00
Bill Pmt -Check	6253	01/13/2022 4IMPR	INT	GIFT SHOP MERCHANDISE	1040 · CCHD US BANK	OPERATING 4766	-3,976.09
Bill Pmt -Check	6254	01/13/2022 ACCOL	JNTEMPS	FINANCIAL ADVISOR	1040 · CCHD US BANK	OPERATING 4766	-8,386.64
Bill Pmt -Check	6255	01/13/2022 ALLEG	SIANCE-CIT DOCK, GL, E	HARBOR INSURANCE	1040 · CCHD US BANK	OPERATING 4766	-7,492.55
Bill Pmt -Check	6256	01/13/2022 C REN	NER PETROLEUM INC	MACHINE/EQUIPMENT FUEL	1040 · CCHD US BANK	OPERATING 4766	-543.69
Bill Pmt -Check	6257	01/13/2022 CRESO	CENT ELECTRIC	REPAIR FOR B9 BREAKER	1040 · CCHD US BANK	OPERATING 4766	-195.00
Bill Pmt -Check	6258	01/13/2022 DN OF	FICE	OFFICE SUPPLIES	1040 · CCHD US BANK	OPERATING 4766	-107.42
Bill Pmt -Check	6259	01/13/2022 EURER	KA OXYGEN	WELDING SUPPLIES	1040 · CCHD US BANK	OPERATING 4766	-143.32
Bill Pmt -Check	6262	01/13/2022 PETER	SON TRACTOR CO, INC	BUCKET BLADE REPLACEMENT	1040 · CCHD US BANK	OPERATING 4766	-625.70
Bill Pmt -Check	6263	01/13/2022 R.A. KI	RKLAND INC.	GROUNDSKEEPING	1040 · CCHD US BANK	OPERATING 4766	-5,833.33
Bill Pmt -Check	6264	01/13/2022 STATE	COMPENSATION INS	WORKERS COMP	1040 · CCHD US BANK	OPERATING 4766	-2,140.41
Bill Pmt -Check	6265	01/13/2022 HARSH	HWAL & COMPANY LLP	AUDIT	1040 · CCHD US BANK	OPERATING 4766	-14,905.00
Bill Pmt -Check	6266	01/13/2022 MARIN	ESYNC CORPORATION	METERS FOR INNER BOAT BASIN	1040 · CCHD US BANK	OPERATING 4766	-36,370.76

3:03 PM 01/13/22

# Crescent City Harbor District Check Detail

December 31, 2021 through January 13, 2022
TS NEUTRAL SWITCH FOR NISSAN 1040 · C

Bill Pmt -Check 6267 01/13/2022 O'REILLY AUTO PARTS NEUTRAL SWITCH FOR NISSAN 1040 · CCHD US BANK OPERATING 4766

-348.88

TOTAL -95,936.29



## 2. New Business

a. Review of Bottom Line Savings from Solar Production.

Solar Avg. Cost from PPL would have been:	\$111,995
Solar cost to Solar servicer:	\$95,525
Savings:	\$16,470



## 2. New Business

b. Review and discuss cost estimation for B-Dock Restroom and vote to approve.



Price Proposal: B-Dock Restroom
Owner: Crescent City Harbor
Date: January 13, 2022
Reference: 11136-12/18/2021-0

#### Our Offer to Sell:

#### 1. Restroom Building delivered to site @ \$ 522,698

Public Restroom Company herein bids to *furnish* (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

- 2. Installation: Turnkey Installation of the Building above @ \$ 51,941 with retention allowed. Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
  - a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
  - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
  - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
  - d. Set the building on the site pad.
  - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

#### 3. Owner/General Contractor Final Tie In of Utilities and other site work:

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and installation @ \$ 574,639



#### OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

#### Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

#### **Preparation of Building Pad:**

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

#### Subgrade Pad/Foundation Requirements:

- 1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
- 2. Excavate the existing site to the depth of the required footings to local code if required.
- 3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

#### Owner/General Contractor verification of site access to allow Building Delivery:

- 1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
- 2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
- 3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
- 4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
- 5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
- 6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

#### **Installation Notice and Site Availability:**

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an



improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for remobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

#### **Utility Connections:**

- 1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
- 2. The Owner/General Contractor is responsible for the <u>final connections</u> of water, sewer, and electrical at the exterior of building POC's.
- 3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
- 4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

#### **Special Conditions, Permits, and Inspection Fees:**

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

#### **Jurisdiction for Off-site Work:**

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

#### PUBLIC RESTROOM COMPANY SCOPE OF WORK:

#### Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,



which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

#### **Special Payment and Progress Billing Terms:**

Invoicing begins on the 30<sup>th</sup> of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. *Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.* 

#### **Delivery and Installation:**

#### **Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

#### Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

#### Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

#### **Connection of Utilities Post Building Placement:**

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

#### **Electrical:**

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.



#### Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

#### Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

#### **Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:**

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

#### **Time of Completion:**

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

#### **Exclusions/Exceptions:**

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
- 2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
- 3. Sidewalks outside the building footprint.
- 4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.



- Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
- 6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
- 7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
- 8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
- 9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
- 10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/General Contractor.
- 11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
- 12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
- 13. Backflow certification if applicable by Owner/ General Contractor.

#### **Insurance and Prevailing Wage Certification:**

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

#### Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.



#### **Errors and Omissions Insurance:**

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

#### WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

#### Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

#### Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to



cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

#### **Termination**

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

#### **Venue for Contract Jurisdiction:**

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

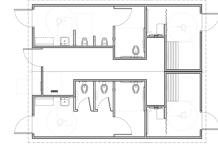
Offered by: Public Restroom Company by

Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:	
Authorized Signature	Date Signed
Printed Name	





## **FLOOR PLAN**

SCALE: NOT TO SCALE



ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

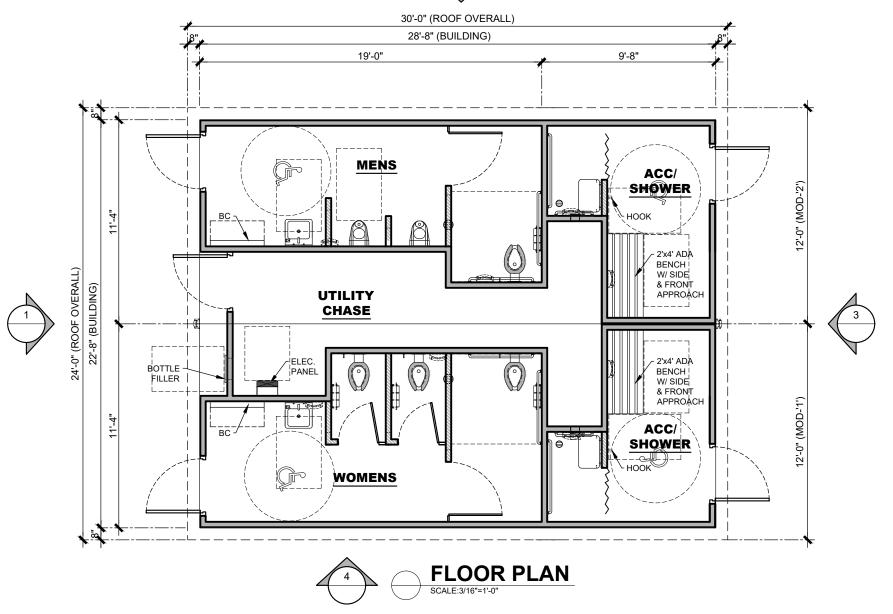
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www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY

2587 BUSINESS PARKWAY MINDEN NEVADA 89423 P: 888-888-2060 F: 888-888-1448





	İ	PUBLIC RESTROOM COMPANY	F M F S U
Building Better Places To Go.54			P

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PROJECT:

B-DOCK RESTROOM
CRESCENT CITY, CA

PROJECT #: 11136

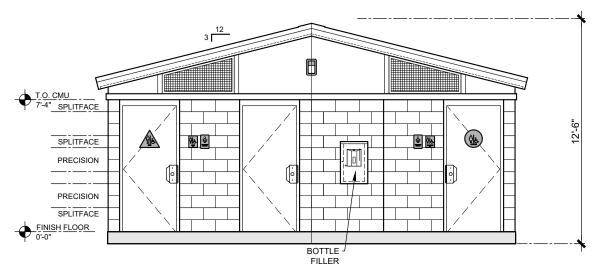
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Et 12/18/2021

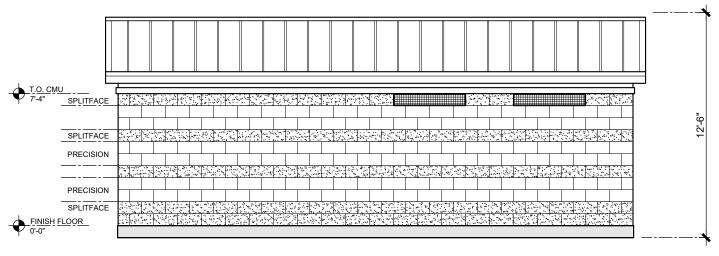
MAX. PERSON / HOUR:

DRAWN BY: EOR 180 M

SHEET#



## ELEVATION 1 SCALE: 3/16"=1'-0"



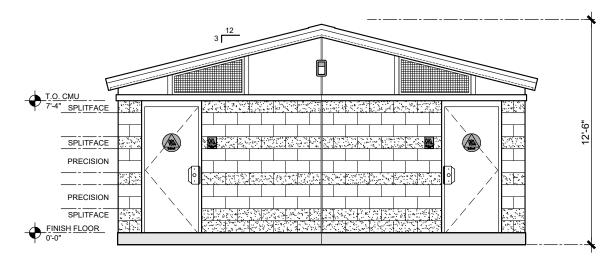




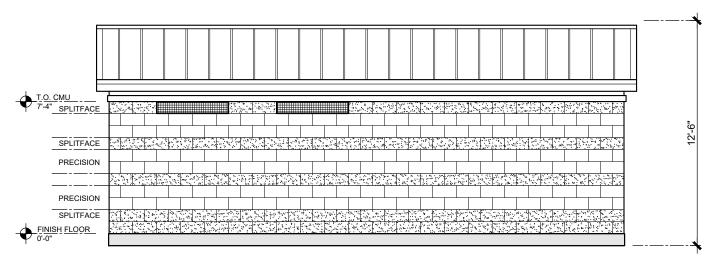
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BUILDING TYPE:	RESTROOM BUILDING
PROJECT:	B-DOCK RESTROOM CRESCENT CITY, CA

REVISION #	REVISION DATE:	SHEET#
•	DRAWN BY: -	A-2
PROJECT #:	START 12/18/2021	MAX. PERSON / HOUR:
11130	DRAWN BY: EOR	100 111



#### **ELEVATION 1** SCALE: 3/16"=1'-0"



## **ELEVATION 2** SCALE: 3/16"=1'-0"



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BUILDING TYPE:	RESTROOM BUILDING
PROJECT:	B-DOCK RESTROOM CRESCENT CITY, CA

REVISION #	DATE:	<b>↑</b>	
-	DRAWN BY: -	A-3	
PROJECT#:	START 12/18/2021	MAX. PERSON / HOUR:	
11130	DRAWN BY: EOR	100 111	

111



## 2. New Business

c. Appoint Ad Hoc committee to assess harbor property for repair or replacement.



## 3. Unfinished Business

a. Review and discuss modernization of the Harbor District's vehicle fleet.



#### Lease Proposal

#### TIM PETRICK CRESCENT CITY HARBOR

CRESCENT CITY, CA

Type of vehicle : 2022 FORD F150 REGULAR CAB LONG BED WORK TRUCK

(See Attached Specifications)

Order basis : FACTORY ORDER Primary lease term : 48 MONTHS

Months	Lease Rate	Depreciation	Residual	After #
1 - 12	\$700.99	\$518.45	\$28,406.80	12
13 - 24	\$700.99	\$555.71	\$21,738.28	24
25 - 36	\$700.99	\$595.75	\$14,589.28	36
37 - 48	\$700.99	\$638.63	\$6 <b>,</b> 925.72	48

#### Available Services

1. National Account Purchasing Card - No Charge 2. Fleet Management Program - \$6/Month 3. LAI Universal Fuel Card - \$2/Month

#### General Terms and Conditions

- Proposal includes \$0 down
- Proposal is based on Factory Ordered vehicle
- Proposal does not include Government Pricing
- No mileage restrictions.
- Rates subject to change should manufacturer/dealer pricing and/or prime rate change prior to vehicle delivery.
- Minimum term in-service requirement: 12 months
- Rates do not include maintenance, insurance, tax, title and license fees.

We look forward to working with you and your company for all of your fleet leasing requirements. It will be a privilege to be of service.

PREPARED BY:	DATE: <u>01/03/22</u>
J. RODRIGUEZ SENIOR SALES EXECUTIVE	
	Accepted by



## LEASING ASSOCIATES

Fleet Management since 1958

My name is **John Rodriguez**, Senior Sales Executive with Leasing Associates or LAI Fleet. LAI Fleet is the oldest independent vehicle leasing company in the West. Acting as your Fleet Manager, our expertise allows us to work with you to achieve your business goals. We design a program that best suits your needs including commercial leases with no mileage stipulation...**One** Company, **One** Solution!

Why Consider our Program?

#### **FLEET PRICING**

We buy a vast assortment of vehicles at extremely attractive rebates through our manufacturer discount program and pass the savings on to you. You in turn get the lowest price possible.

#### **VEHICLE UP-FITTING**

We coordinate the installation of after-market equipment and decals or wraps including the cost in the lease to give you a uniform customized fleet.

#### PERSONALIZED SERVICE

You will have **One** point of contact for the entire lease term. Building long-term relationships is our business. Personal service with a servant leader mindset is our core value.

#### MAINTENANCE MANAGEMENT

Our highly efficient program offers you complete and effective reporting while monitoring maintenance, repairs, fuel purchases, and assists in analyzing replacement cycles. This proven system keeps your vehicles ready for the road and helps minimize operating costs.

#### **FUEL MANAGEMENT**

You will have access to the largest fueling network in the country with our fuel card and can receive rebates at certain locations resulting in savings, control, and convenience.

#### **VEHICLE ADMINISTRATION & TITLE WORK**

We will track and complete vehicle registration with **No Additional Fees** which will free up your employees from time-consuming details of Fleet Management.

#### **BEST OF ALL**

At the end of the lease you get to make the decision to either take possession of the title or use the equity against the cost of a replacement vehicle. **No Termination Fee** with vehicle disposal.

Partner with LAI Fleet and you will discover that we are a fleet solutions company that takes care of your vehicles so you can take care of business.

Your Fleet Account Manager,

John Rodriguez

**Office Location** 

12631 E. Imperial Hwy, Suite D116, Santa Fe Springs, CA 90670 Office: 562-929-9500 | Cell: 714-333-7584 | E-mail: johnr@laifleet.com

# Pro's & Con's Open End Lease & Closed End Lease

## **Open End Lease Pro's**

- Commercial Lease
- •Flexibility: Financially easier to extend or terminate
- •No early termination penalties after the first 12 months
- •No excessive mileage charges
- •No excessive wear & tear charges
- •Equity position in vehicle You gain in the sale of the vehicle
- •Residual risk: Book value at any given time
- Easy to budget
- Lessor can sell/transfer title to lessee for book value
- •Does not pay sales tax on the vehicle
- Off Balance Sheet Financing

## **Closed End Lease Pro's**

- Retail or consumer lease
- •No residual risk: At expiration of lease term, lessee just walks away
- Easy to budget
- Does not pay sales tax on the vehicle
- Off Balance Sheet Financing

## **Open End Lease Con's**

- •Residual risk: When vehicle is sold if loss occurs, lessee (customer) is responsible
- •Pay's applicable monthly rental county tax

## **Closed End Lease Con's**

- •At lease end, lessee (customer) can buy the vehicle at FMV
- Early termination penalties are very extensive and expensive -
- •At lease end, lessee (customer) pays for excessive wear & tear charges
- •At lease end, lessee pays for excessive mileage charges
- No equity position when vehicle is sold
- •Lessor can sell lessee vehicle at FMV not Book Value
- Pay's applicable monthly rental county tax



1 American Road, MD 7500 Dearborn, Michigan 48126 1-800-241-4199, press 1

## Financing Quote #101858

December 7, 2021

Municipality: Crescent City Harbor District

Dealer: Crater Lake Ford

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.

Expiration Date: 2/5/2022

Description	Unit Price
2022 Ford F-150	\$37,582.00

Total Asset Cost	\$150,328.00
Underwriting Fee	\$545.00
Amount Financed	\$150,873.00
Number of Payments	48
Payment Timing	Monthly
Rate	4.85%
Payment Amount	\$3,450.31

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

#### Tom O'Donnell

Tom O'Donnell Marketing Coordinator todonne8@ford.com 1-800-241-4199, press 1



## 3. Unfinished Business

b. Dredge Permit Update



**4. Communication and Reports** 

a. Financial Reports: Ad Hoc Committee Update



4. Communication and Reports

a. Financial Reports: Account Balances, P&L Statement, A/R Report

BANK BALANCES AS OF 12.30.21		BANK BALANCES AS OF 1.13.22	S OF 1.13.22 DIFFERENCE		
	CCHD OPERATING	\$640,516.22	CCHD OPERATING	\$547,080.87	-\$93,435.35
	CCHD SAVINGS	\$30,021.29	CCHD SAVINGS	\$30,021.29	\$0.00
	REDWOOD HARBOR	\$70,923.24	REDWOOD HARBOR	\$57,230.81	-\$13,692.43
	BAYSIDE RV PARK	\$12,658.35	BAYSIDE RV PARK	\$10,315.11	-\$2,343.24
	LAIF ACCOUNT	\$1,395,806.52	LAIF ACCOUNT	\$1,395,806.52	\$0.00
	TOTALS	\$2,149,925.62	TOTALS	\$2,040,454.60	-\$109,471.02

DANK BALANCES AS OF 1 12 22

DIECEDENICE

BANK BALANCES AS OF 12 20 21

#### **Crescent City Harbor District Statement of Cash Flows**

	Jul - Dec 21
OPERATING ACTIVITIES	
Net Income	-1,735,354.84
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1099 · ACCOUNTS RECEIVABLE	-54,171.96
1120 · INVENTORY ASSET	-5,308.77
1390 · WAGE ADVANCES	-4,600.00
2000 · ACCOUNTS PAYABLE - CC HARBOR	-57,557.60
0180 · US BANK 9259	-10,371.59
0199 · HOME DEPOT	-940.96
2158 · ACCRUED HEALTH INSURANCE	66.49
2165 · SALES TAX PAYABLE	-77.00
2167 · UNION DUES	-360.00
2174 · RV KEY DEPOSIT	-50.00
2176 · RV RESERVATION DEPOSIT	-50.00
2180 · DEPOSITS-KEY	-75.00
2183 · DEPOSITS-SECURITY	-100.00
2184 · RV TENANT DEPOSITS	-1,200.00
25500 · *SALES TAX PAYABLE	181.64
25501 · TOT TAX RHV	74.92
25502 · TOT TAX BAYSIDE	-75.81
Net cash provided by Operating Activities	-1,869,970.48
INVESTING ACTIVITIES	
1849 · ACCUMULATED DEPRECIATION	1,863,000.00
Net cash provided by Investing Activities	1,863,000.00
FINANCING ACTIVITIES	
2280 · USDA HARBOR RECONSTRUCTIVE LOAN	-260,302.97
2605 · Robert Joseph frazier	-29,333.50
2610 · Kenneth Bruce Dwelley	-29,333.50
Net cash provided by Financing Activities	-318,969.97
Net cash increase for period	-325,940.45
Cash at beginning of period	2,238,232.80
Cash at end of period	1,912,292.35

	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000 · MARINA / ADMISTRATION					
4025 · GIFT SHOP INCOME	183.23	416.67	1,534.28	2,500.02	5,000.00
4045 · FEE - NO INSURANCE	800.00	500.00	4,800.00	3,000.00	6,000.00
4054 · ELECTRONIC FOB SALES	210.00	83.33	245.00	500.02	1,000.00
4065 · FISH SALES PERMIT	0.00	33.33	200.00	200.02	400.00
4070 · LATE FEES AND INTEREST	247.90	833.33	3,150.13	5,000.02	10,000.00
4076 · CRAB POT STORAGE FEE	600.00	500.00	900.00	3,000.00	6,000.00
4092 · LAUNDRY NORTH	0.00	50.00	0.00	300.00	600.00
4094 · LAUNDRY SOUTH	0.00	25.00	0.00	150.00	300.00
4096 · MISCELLANEOUS INCOME	0.00	41.67	0.96	250.02	500.00
4960 · RETURNED CHECK CHARGES	0.00	0.00	0.00	0.00	0.00
4000 · MARINA / ADMISTRATION - Other	0.00	0.00	0.00	0.00	0.00
Total 4000 · MARINA / ADMISTRATION	2,041.13	2,483.33	10,830.37	14,900.10	29,800.00
4027 · MINI STORAGE UNITS	0.00	0.00	0.00	0.00	0.00
4047 · LAUNDRY INCOME	0.00	0.00	0.00	0.00	0.00
4100 · HARBOR SERVICES					
4150 · BILLABLE SUPPLIES	0.00	41.67	0.00	250.02	500.00
4153 · OTHER SERVICES	0.00	0.00	2,700.00	0.00	0.00
4157 · OTHER LABOR	0.00	158.33	50.00	950.02	1,900.00
4171 · MOBILE CRANE	150.00	583.33	3,375.00	3,500.02	7,000.00
4174 · LAYOVER - SELF HELP AREA	0.00	41.67	44.00	250.02	500.00
4176 · HARBOR VESSELS	0.00	23.33	50.00	140.02	280.00
4178 · FORKLIFT	0.00	23.75	70.00	142.50	285.00
Total 4100 · HARBOR SERVICES	150.00	872.08	6,289.00	5,232.60	10,465.00
4200 · MARINA- INNER / OUTER					
4210 · INNER BOAT BASIN	33,286.20	33,333.33	210,379.12	200,000.02	400,000.00
4242 · POUNDAGE FEE FROM HOISTS	7,132.92	5,000.00	9,236.62	30,000.00	60,000.00
4245 · LAUNCHING RAMP FEES	726.85	1,666.67	8,127.97	10,000.02	20,000.00
4260 · LIVEABOARD FEES	600.00	333.33	5,100.00	2,000.02	4,000.00
4295 · WORKDOCK	0.00	41.67	369.00	250.02	500.00

	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
Total 4200 · MARINA- INNER / OUTER	41,745.97	40,375.00	233,212.71	242,250.08	484,500.00
4300 · COMMERCIAL LEASES	,.	,		,	,
4301 · RENTS & CONCESSIONS - LAND	29,782.13	41,666.67	243,088.93	250,000.02	500,000.00
4320 · UTILITIES ELECTRIC USE INCOME	140.00	1,666.67	5,242.22	10,000.02	20,000.00
4325 · UTILITIES WATER USE INCOME	176.00	166.67	1,056.00	1,000.02	2,000.00
4375 · STORAGE YARD & DRY DOCK	558.50	916.67	4,459.50	5,500.02	11,000.00
Total 4300 · COMMERCIAL LEASES	30,656.63	44,416.68	253,846.65	266,500.08	533,000.00
4400 · RHV-RV PARK					
4410 · RHV-RENTALS	28,327.98	33,333.33	192,018.19	200,000.02	400,000.00
4425 · RHV- GIFT SHOP RV PARK	14.00	0.00	77.79	0.00	0.00
4430 · RHV-LAUNDRY FACILITY RV PARK	0.00	541.67	660.00	3,250.02	6,500.00
4435 · RHV- LATE FEE RV PARK RENT	0.00	166.67	0.00	1,000.02	2,000.00
Total 4400 · RHV-RV PARK	28,341.98	34,041.67	192,755.98	204,250.06	408,500.00
4600 · BAYSIDE - RV					
4610 · BAYSIDE- RENTALS	18,801.93	30,000.00	149,319.08	180,000.00	360,000.00
4630 · BAYSIDE LAUNDRY	845.00	541.67	1,682.50	3,250.02	6,500.00
4635 · BAYSIDE- LATE FEE	0.00	33.33	0.00	200.02	400.00
6470 · DUMP STATION BAYSIDE	0.00	166.67	540.00	1,000.02	2,000.00
6490 · FREEZER- BAYSIDE	35.00	0.00	215.00	0.00	0.00
Total 4600 · BAYSIDE - RV	19,681.93	30,741.67	151,756.58	184,450.06	368,900.00
Total Income	122,617.64	152,930.43	848,691.29	917,582.98	1,835,165.00
Cost of Goods Sold					
5001 · COST OF GOODS SOLD - CCHD	87.08	333.33	880.80	2,000.02	4,000.00
5002 · COST OF GOODS SOLD - REDWOOD	0.00	0.00	18.95	0.00	0.00
Total COGS	87.08	333.33	899.75	2,000.02	4,000.00
Gross Profit	122,530.56	152,597.10	847,791.54	915,582.96	1,831,165.00
Expense					
6000 · OFFICE / MARINA					
6005 · DRUG SCREEN & BACKGROUND CHECK	0.00	58.33	180.00	350.02	700.00
6010 · ADVERTISING/PROMOTION	126.83	250.00	895.55	1,500.00	3,000.00
6015 · DUES, MEMBERSHIPS & SUBS	1,264.00	1,250.00	8,419.50	7,500.00	15,000.00
6020 · PRE-EMPLOYMENT PHYSICALS	0.00	33.33	120.00	200.02	400.00

•	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
6023 · MISC EXPENSE	0.00	0.00	504.00	0.00	0.00
6026 · TOT TAX	0.00		-236,304.88		
6035 · MERCHANT SERVICES CHARGE	0.00	83.33	26.76	500.02	1,000.00
6054 · LEGAL NOTICES	0.00	41.67	0.00	250.02	500.00
6057 · SUPPLIES OFFICE/ADMIN	107.42	0.00	815.88	0.00	0.00
6071 · OFFICE EXPENSE	0.00	500.00	183.52	3,000.00	6,000.00
6072 · POSTAGE	0.00	66.67	61.78	400.02	800.00
6073 · OFFICE EQUIPMENT - COPIER RENT	782.94	583.33	3,365.82	3,500.02	7,000.00
6076 · RETURNED CHECKS - NSF	0.00	0.00	0.00	0.00	0.00
6079 · INSURANCE - LIABILITY	7,135.76	11,666.67	98,265.30	70,000.02	140,000.00
6080 · BAD DEBT EXPENSE	0.00	208.33	0.00	1,250.02	2,500.00
6090 · TELEPHONE	218.15	666.67	2,407.20	4,000.02	8,000.00
6091 · EQUIPMENT - OFFICE	0.00	0.00	812.65	0.00	0.00
Total 6000 · OFFICE / MARINA	9,635.10	15,408.33	-120,246.92	92,450.18	184,900.00
6100 · FUEL					
6101 · PROPANE	1,052.57	1,166.67	6,396.75	7,000.02	14,000.00
6103 · FUEL - SECURITY	0.00	458.33	3,964.26	2,750.02	5,500.00
6104 · MACH/EQUIPMENT	111.80	1,000.00	1,293.91	6,000.00	12,000.00
6100 · FUEL - Other	617.06	0.00	2,112.47	0.00	0.00
Total 6100 · FUEL	1,781.43	2,625.00	13,767.39	15,750.04	31,500.00
6200 · PAYROLL EXPENSES					
6210 · PAYROLL	52,910.01	49,166.67	278,776.64	295,000.02	590,000.00
6211 · EMPLOYEE HEALTH BENEFITS	11,017.45	12,166.67	33,031.02	73,000.02	146,000.00
6270 · WORKERS COMP-ADMIN	2,140.41	2,500.00	13,859.33	15,000.00	30,000.00
6280 · PAYROLL TAXES	8,086.48	5,000.00	39,960.29	30,000.00	60,000.00
6295 · RETIREMENT					
6295 · RETIREMENT - Other	698.54	15,000.00	20,203.77	90,000.00	180,000.00
Total 6295 · RETIREMENT	698.54	15,000.00	20,203.77	90,000.00	180,000.00
Total 6200 · PAYROLL EXPENSES	74,852.89	83,833.34	385,831.05	503,000.04	1,006,000.00
6212 · BAYSIDE PAYROLL					
6215 · BAYSIDE PAYROLL TAXES	703.27	708.33	3,152.16	4,250.02	8,500.00
6212 · BAYSIDE PAYROLL - Other	3,586.00	4,166.67	19,418.24	25,000.02	50,000.00

•	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
Total 6212 · BAYSIDE PAYROLL	4,289.27	4,875.00	22,570.40	29,250.04	58,500.00
6213 · REDWOOD HARBOR PAYROLL					
6214 · REDWOOD HARBOR PAYROLL TAXES	201.39	583.33	1,116.92	3,500.02	7,000.00
6213 · REDWOOD HARBOR PAYROLL - Other	1,079.55	3,333.33	8,616.15	20,000.02	40,000.00
Total 6213 · REDWOOD HARBOR PAYROLL	1,280.94	3,916.66	9,733.07	23,500.04	47,000.00
6300 · COMMISSIONERS / RETIREES					
Total 6300 · COMMISSIONERS / RETIREES	0.00	0.00	0.00	0.00	0.00
6400 · PROFESSIONAL FEES					
6405 · ACCOUNTING - AUDITOR/TREASURER	0.00	916.67	0.00	5,500.02	11,000.00
6406 · FINANCIAL SERVICES ADVISOR	7,889.14	6,666.67	48,027.81	40,000.02	80,000.00
6410 · OTHER LEGAL	0.00	8,333.33	7,869.48	50,000.02	100,000.00
6415 · LEGAL ATTORNEY FEES	10,688.99	3,333.33	134,110.70	20,000.02	40,000.00
6450 · ENGINEERING	0.00	1,666.67	6,279.77	10,000.02	20,000.00
Total 6400 · PROFESSIONAL FEES	18,578.13	20,916.67	196,287.76	125,500.10	251,000.00
6420 · IT SUPPORT	0.00		2,250.00		
6500 · REPAIR AND MAINT					
6518 · ELECTRICITY REPAIR	15,156.55	833.33	42,950.60	5,000.02	10,000.00
6520 · AUTOS	177.27	416.67	990.47	2,500.02	5,000.00
6525 · EQUIPMENT	882.00	1,666.67	7,274.04	10,000.02	20,000.00
6526 · SERV-EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6530 · BUILDINGS	0.00	1,250.00	0.00	7,500.00	15,000.00
6531 · DOCKS	0.00	416.67	0.00	2,500.02	5,000.00
6532 · INNER BOAT BASIN	0.00	416.67	0.00	2,500.02	5,000.00
6534 · ROADS & PARKING LOTS	2,868.51	1,250.00	2,868.51	7,500.00	15,000.00
6535 · UTILITIES	0.00	541.67	0.00	3,250.02	6,500.00
6544 · SERVICES ROAD, PARK LOT SIGN	0.00	125.00	0.00	750.00	1,500.00
6546 · SERVICES-UTILITES	0.00	0.00	0.00	0.00	0.00
6558 · BUILDING & IMPROVEMENT UTILITIE	0.00	1,666.67	0.00	10,000.02	20,000.00
6585 · EQUIPMENT-RENTAL	0.00	250.00	255.14	1,500.00	3,000.00
6500 · REPAIR AND MAINT - Other	38.35	0.00	459.07	0.00	0.00
Total 6500 · REPAIR AND MAINT	19,122.68	8,833.35	54,797.83	53,000.14	106,000.00
6581 · DN EDC TRI AGENCY	0.00	1,666.67	0.00	10,000.02	20,000.00

	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
6600 · OPERATING SUPPLIES					
6620 · UNIFORM CLEANING SERVICE	66.16	291.67	1,071.88	1,750.02	3,500.00
6630 · PERMITS & TESTING	17,834.00	2,500.00	17,834.00	15,000.00	30,000.00
6640 · OUTSIDE SERVICES	931.50	9,166.67	80,842.73	55,000.02	110,000.00
6657 · PARTS & MISC	3,025.73	1,250.00	8,431.12	7,500.00	15,000.00
6659 · WELDING SUPPLIES	72.72	208.33	362.58	1,250.02	2,500.00
6660 · EXPENDABLE TOOLS	0.00	250.00	198.42	1,500.00	3,000.00
6661 · JANITORIAL	918.10	750.00	5,660.86	4,500.00	9,000.00
6662 · SHOP MAINTENANCE	0.00	0.00	47.66	0.00	0.00
6663 · RAIN GEAR/GLOVES	0.00	83.33	870.29	500.02	1,000.00
6664 · SAFETY/MEDICAL	0.00	208.33	1,763.00	1,250.02	2,500.00
6670 · SECURITY SUPPLIES	5,269.00	12.50	5,269.00	75.00	150.00
6600 · OPERATING SUPPLIES - Other	42.02		1,483.04		
Total 6600 · OPERATING SUPPLIES	28,159.23	14,720.83	123,834.58	88,325.10	176,650.00
6700 · CAPITAL EXPENDITURE					
6707 · BLDG & IMPROVEMENTS	0.00	7,500.00	0.00	45,000.00	90,000.00
6710 · EQUIPMENT	0.00	4,166.67	5,561.30	25,000.02	50,000.00
6714 · VEHICLES	0.00	0.00	185.20	0.00	0.00
6715 · STREETS & ROAD SIGNAGE	0.00	6,666.67	0.00	40,000.02	80,000.00
6716 · UTILITIES	0.00	833.33	0.00	5,000.02	10,000.00
6717 · PLUMBING	876.33	416.67	3,288.33	2,500.02	5,000.00
Total 6700 · CAPITAL EXPENDITURE	876.33	19,583.34	9,034.83	117,500.08	235,000.00
6711 · FASHION BLACKSMITH	0.00	4,166.67	0.00	25,000.02	50,000.00
6800 · UTILITIES					
6830 · ELECTRICITY	17,088.74	16,666.67	64,566.66	100,000.02	200,000.00
6831 · WATER	5,885.72	3,750.00	38,825.70	22,500.00	45,000.00
6832 · GARBAGE	13,126.61	6,666.67	64,137.38	40,000.02	80,000.00
6833 · WASTE OIL DISPOSAL	478.61	333.33	1,648.57	2,000.02	4,000.00
6890 · INTERNET SERVICE/TV	0.00	1,500.00	2,936.88	9,000.00	18,000.00
Total 6800 · UTILITIES	36,579.68	28,916.67	172,115.19	173,500.06	347,000.00
6942 · CONSULTING					
6975 · PROJECT-MASTER PLAN	0.00	0.00	805.00	0.00	0.00

December 2021

6942 · CONSULTING - Other
Total 6942 · CONSULTING
6950 · TRAVEL-TRAINING MEETING & LOCAL

**Total Expense** 

**Net Ordinary Income** 

_					
	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
_	0.00	833.33	0.00	5,000.02	10,000.00
	0.00	833.33	805.00	5,000.02	10,000.00
_	209.96	833.33	375.26	5,000.02	10,000.00
_	195,365.64	211,129.19	871,155.44	1,266,775.90	2,533,550.00
•	-72 835 08	-58 532 09	-23 363 90	-351 192 94	-702 385 00

Other	Incom	e/Expens	е
0	ther In	come	

6588 · ATP-SUNSET CIRCLE

6588.44 · OUTSIDE SERVICES

6588 · ATP-SUNSET CIRCLE - Other

4010 · DEL NORTE COUNTY TAXES	6,042.08	31,666.67	157,153.46	190,000.02	380,000.00
4012 · TOT Tax Income	0.00	10,000.00	0.00	60,000.00	120,000.00
4014 · INTEREST LAIF	0.00	666.67	0.00	4,000.02	8,000.00
4015 · SOLAR LICENSING	0.00	22,666.67	0.00	136,000.02	272,000.00
4016 · LEGAL SETTLEMENT	0.00	0.00	0.00	0.00	0.00
4700 · INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
Total Other Income	6,042.08	65,000.01	157,153.46	390,000.06	780,000.00
Other Expense					
6075 · DEPRECIATION	310,500.00	310,500.00	1,863,000.00	1,863,000.00	3,726,000.00
6098 · RV TOT TAX	0.00	60.58	149.40	363.52	727.00
6140 · ELECTION COST	0.00	0.00	0.00	0.00	0.00
6375 · INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
6579 · PROJECT-REMOVAL ABANDONED BOATS	0.00	0.00	0.00	0.00	0.00
6582 · FRIENDS OF CC HARBOR	0.00	0.00	0.00	0.00	0.00
6584 · VISTOR BUREAU	0.00	500.00	6,000.00	3,000.00	6,000.00

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9:37 AM 01/14/22 Accrual Basis

### Crescent City Harbor District Profit & Loss Budget Performance

December 2021

Total 6588 · ATP-SUNSET CIRCLE 6602 · DNLTC RSTP-STARFISH WAY 7100 · REPORTABLE HEALTH COVERAGE

**Total Other Expense** 

Net Other Income Net Income

	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	310,500.00	311,060.58	1,869,149.40	1,866,363.52	3,732,727.00
	-304,457.92	-246,060.57	-1,711,995.94	-1,476,363.46	-2,952,727.00
•	-377,293,00	-304.592.66	-1.735.359.84	-1.827.556.40	-3.655.112.00

### Crescent City Harbor District Profit & Loss

	Jul - Dec 21	
Ordinary Income/Expense		
Income		
4600 · BAYSIDE - RV		
4610 · BAYSIDE- RENTALS	139,401.98	
4625 · BAYSIDE- GIFT SHOP	5.00	
4630 · BAYSIDE LAUNDRY	1,682.50	
6470 · DUMP STATION BAYSIDE	525.00	
6490 · FREEZER- BAYSIDE	215.00	
Total 4600 · BAYSIDE - RV	141,829.48	
Total Income	141,829.48	
Gross Profit	141,829.48	
Expense		
6000 · OFFICE / MARINA		
6015 · DUES, MEMBERSHIPS & SUBS	55.00	
Total 6000 · OFFICE / MARINA	55.00	
6100 · FUEL		
6101 · PROPANE	3,792.58	
Total 6100 · FUEL	3,792.58	
6212 · BAYSIDE PAYROLL		
6215 · BAYSIDE PAYROLL TAXES	3,152.16	
6212 · BAYSIDE PAYROLL - Other	19,418.24	
Total 6212 · BAYSIDE PAYROLL	22,570.40	
6400 · PROFESSIONAL FEES		
6415 · LEGAL ATTORNEY FEES	3,458.25	
Total 6400 · PROFESSIONAL FEES	3,458.25	
6500 · REPAIR AND MAINT	21.23	
6600 · OPERATING SUPPLIES		
6640 · OUTSIDE SERVICES	1,294.84	
6657 · PARTS & MISC	453.30	
6660 · EXPENDABLE TOOLS	18.62	
6661 · JANITORIAL	519.19	
6663 · RAIN GEAR/GLOVES	345.53	
6600 · OPERATING SUPPLIES - Other	53.54	

3:53 PM 01/12/22 Accrual Basis

### Crescent City Harbor District Profit & Loss

	Jul - Dec 21
Total 6600 · OPERATING SUPPLIES	2,685.02
6800 · UTILITIES	
6830 · ELECTRICITY	27,349.42
6831 · WATER	13,118.25
6832 · GARBAGE	15,738.07
Total 6800 · UTILITIES	56,205.74
Total Expense	88,788.22
Net Ordinary Income	53,041.26
Net Income	53,041.26

### Crescent City Harbor District Profit & Loss

	Jul - Dec 21
Ordinary Income/Expense	
Income	
4400 · RHV-RV PARK	
4410 · RHV-RENTALS	194,913.19
4425 · RHV- GIFT SHOP RV PARK	15.92
4430 · RHV-LAUNDRY FACILITY RV PARK	660.00
Total 4400 · RHV-RV PARK	195,589.11
Total Income	195,589.11
Cost of Goods Sold	
5002 · COST OF GOODS SOLD - REDWOOD	6.81
Total COGS	6.81
Gross Profit	195,582.30
Expense	
6000 · OFFICE / MARINA	
6015 · DUES, MEMBERSHIPS & SUBS	55.00
6071 · OFFICE EXPENSE	0.00
Total 6000 · OFFICE / MARINA	55.00
6100 · FUEL	
6101 · PROPANE	2,017.02
Total 6100 · FUEL	2,017.02
6213 · REDWOOD HARBOR PAYROLL	
6214 · REDWOOD HARBOR PAYROLL TAXES	1,116.92
6213 · REDWOOD HARBOR PAYROLL - Other	8,616.15
Total 6213 · REDWOOD HARBOR PAYROLL	9,733.07
6400 · PROFESSIONAL FEES	
6415 · LEGAL ATTORNEY FEES	927.50
Total 6400 · PROFESSIONAL FEES	927.50
6600 · OPERATING SUPPLIES	
6640 · OUTSIDE SERVICES	213.00
6657 · PARTS & MISC	379.62
6660 · EXPENDABLE TOOLS	27.11
6661 · JANITORIAL	507.82
6662 · SHOP MAINTENANCE	47.66

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Accrual Basis

### Crescent City Harbor District Profit & Loss

	Jul - Dec 21
Total 6600 · OPERATING SUPPLIES	1,175.21
6700 · CAPITAL EXPENDITURE	
6717 · PLUMBING	220.00
Total 6700 · CAPITAL EXPENDITURE	220.00
6800 · UTILITIES	
6830 · ELECTRICITY	27,055.54
6831 · WATER	11,681.33
6832 · GARBAGE	17,894.16
6890 · INTERNET SERVICE/TV	2,936.88
Total 6800 · UTILITIES	59,567.91
Total Expense	73,695.71
Net Ordinary Income	121,886.59
Other Income/Expense	
Other Expense	
6098 · RV TOT TAX	149.40
Total Other Expense	149.40
Net Other Income	-149.40
Net Income	121,737.19

#### **Crescent City Harbor District** A/R Aging Summary As of December 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AARON YOSHIKAWA	0.00	380.00	557.97	169.73	3,361.89	4,469.59
ANTHONY SISK	0.00	100.00	0.00	0.00	0.00	100.00
ART KOON	0.00	158.57	156.22	153.92	1,927.69	2,396.40
C RENNER PETROLEUM	0.00	574.33	0.00	0.00	0.00	574.33
DARRYL DONOVAN	0.00	-343.80	0.00	0.00	0.00	-343.80
DON ST. DENIS	0.00	-385.00	0.00	0.00	0.00	-385.00
JOSH LEWIS	0.00	380.00	679.54	670.97	11,064.71	12,795.22
KARRY SISK	0.00	230.00	0.00	0.00	0.00	230.00
MARTY LOPEZ	0.00	189.90	187.10	0.00	4,139.85	4,516.85
MAXINE SENIVONGS	0.00	100.00	0.00	0.00	0.00	100.00
MELVIN FOGLE	0.00	100.00	0.00	0.00	0.00	100.00
MICHAEL RICKNER	0.00	0.00	0.00	0.00	529.50	529.50
MM DIVING, INC	0.00	-1,120.00	0.00	0.00	0.00	-1,120.00
NOR-CAL SEAFOOD HOIST #6	0.00	-0.13	0.00	0.00	0.00	-0.13
PACIFIC CHOICE HOIST #7	0.00	1,572.00	327.75	0.00	0.00	1,899.75
PACIFIC CHOICE SEAFOOD	0.00	4,200.83	4,200.83	0.00	0.00	8,401.66
RICHARD AXELSON	0.00	150.00	0.00	0.00	0.00	150.00
SAFE COAST SEAFOODS, LLC	0.00	1,000.00	0.00	0.00	0.00	1,000.00
STANCO ENTERPRISES	0.00	-1,582.50	0.00	0.00	0.00	-1,582.50
TOM WOOLF	0.00	67.08	1,337.03	66.88	1,401.74	2,872.73
TOTAL	0.00	5,771.28	7,446.44	1,061.50	22,425.38	36,704.60



#### 4. Communications and Reports

#### b. CEO/Harbormaster Report

We had another sunken sport boat in the harbor two weeks ago. Thanks to the quick reaction of our maintenance crew we were able to get the owner down and the boat refloated before it went down completely.

Assistant Harbormaster Todd Garrett has begun the application process for an infrastructure grant to address the failing seawall at Citizen's Dock.

The last set of storms coincided with the King Tides and we had to shut down a stretch of Anchor Way. There was a large amount of debris deposited but no permanent damage. I met with the US Army Corps of Engineers to discuss the sand break and they have an old recommendation they wrote regarding raising Anchor Way by 20'. They are looking into their level of responsibility for maintaining the sand break.

Last week I was able to do an interview on KFUG radio. I think I was able to correct some misconceptions and share some of the plans for the harbor with the public.

We have posted a new job opportunity for a Comptroller. If you are interested please see the job description on the website and you can contact us with any questions. We will also be posting an opportunity for a full time security officer so keep your eyes peeled for that.



#### 4. Communications and Reports

#### c. Harbor Commissioner Reports

Pursuant to the Brown Act, this item allows the Commissioners to briefly discuss activities engaged in since the previous public meeting.

**Commissioner Wes White** 

**Commissioner Brian Stone** 

**Commissioner Gerhard Weber** 

**Commissioner Harry Adams, Secretary** 

**Commissioner Rick Shepherd, President** 

#### 5. ADJOURNMENT

Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for Tuesday, February 1, 2022, 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.

