



Jim Hurst
Chair

Doug Albin
Vice Chair

Richard Shoemaker
Commissioner

Dan Platt
Commissioner

Grant Downie
Commissioner

Anna Neumann
Harbormaster

Noyo Harbor Commission Regular Meeting Agenda

Thursday June 6th, 2024

Fort Bragg Town Hall

363 N. Main Street, Fort Bragg, CA 95437

Call to Order

Roll Call

Pledge of Allegiance

Public Comment on Non-Agenda Items

The Noyo Harbor Commission welcomes input from the public. Please limit your comments to five minutes so that everyone may be heard. The Brown Act does not allow action to be taken on non-agenda items.

Correspondence

None

Consent Calendar

1. Meeting Minutes – May 2024
2. Treasurer Report -May 2024

Conduct of Business

1. Discussion and possible action on Fish Cleaning Station Construction Contract
2. Discussion and possible action on FEMA 4683
3. Discussion and possible action on North Star Icehouse
4. Discussion and possible action on edit to Resolution 2024-1
5. Discussion and possible action on 2024-2025 Proposed Budget

Staff Reports and Recommendations

District Office:

State Coastal Conservancy Application Submitted

Harbor District Re-branding

Attorney Report:

Matters from the Commissioners:

Adjournment to the next regular meeting August 8th 2024 at 6pm

NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
4/31/2024

Chase Checking	\$156,203.82
Chase Money Market	\$156,125.24
LAIF	\$1,553,442.17
Total of all accounts	\$1,865,771.23
Funds Reserved for State Lands Commission Grant	\$115,294.87
Funds Reserved for Economic Development Grant	\$20,542.10
Unsecured funds	\$1,729,934.26

Noyo Harbor District
Profit & Loss
July 2023 through May 2024
Jul '23 - May 24

Ordinary Income/Expense

Income

CA Jobs First Meetings	200.00
Electricity	12,385.67
Encroachment Leases	24,759.36
Fish Markets	2,362.00
Ground Rent	2,836.74
Income / Mdco. County Taxes	130,807.64
Interest Income	49,433.58
Late Fees	2,183.61
Main Pier	495.69
Park & Launch	31,442.00
Slip Rental Contract	397,098.01
Slip Rental Transient	43,851.94

Total Income 697,856.24

Gross Profit 697,856.24

Expense

Advertising Expense	266.46
Bank Charges	250.00
Communications Expense	4,008.07
Deferred Maintenance	152.41
Dues and Subscriptions Exp	9,548.01
Emp. Health & Dental Insurance	23,743.84
Equipment Purchase	570.66
Fuel Expense	2,673.27
Insurance Property & Liability	219,952.56
Legal and Professional Fees	33,936.64
Office Expense	7,707.81
Operating Supplies	4,059.16
Payroll Tax Expense	37,781.87
Power	51,119.71
Professional Expense	202.50
Refund	707.10
Repairs & Maintenance	30,634.18
Salary Expense	23,522.73
Sep. Ira	7,662.10
Taxes & Assessments	1,472.99
Travel and Conferences	1,750.49
Utilities Expense	60,767.30
Wages Expense (Hourly)	102,880.79

Total Expense 625,370.65

Net Ordinary Income 72,485.59

Other Income/Expense

Other Income

EDD-CERF 662,000.00

Noyo Harbor District
Profit & Loss
July 2023 through May 2024

	<u>Jul '23 - May 24</u>
Grant Reimbursements	81,166.13
Total Other Income	743,166.13
Other Expense	
2020-21 SAVE Grant	62,921.76
2021-2022 SAVE Grant	40,710.00
EDD Project	641,457.90
FEMA 4683	32,112.50
Property Aquision	22,313.75
SLC Fish Cleaning Station	15,855.01
SLC Vessel Demo	264,160.87
Total Other Expense	1,079,531.79
Net Other Income	-336,365.66
Net Income	<u><u>-263,880.07</u></u>

	FY Year to Date	Budget	\$ Over Budget	% of Budget
Income				
Electricity	\$12,385.67	\$10,000.00	2,385.67	123.86
Encroachment Leases	\$24,759.36	\$20,000.00	4,759.36	123.80
Fish Markets	\$2,362.00	\$3,000.00	-638.00	78.73
Ground Rent	\$2,836.74	\$30,000.00	-27,163.26	9.46
Hoist Fees	\$0.00	\$1,000.00	-1,000.00	0.00
Income / Mdco. County				
Taxes	\$130,807.64	\$117,260.00	13,547.64	111.55
Interest Income	\$49,433.58	\$30,000.00	19,433.58	164.78
Late Fees	\$2,183.61	\$2,000.00	183.61	109.18
Main Pier	\$495.69	\$1,000.00	-504.31	49.57
Other Grant Proceeds	\$200.00	\$20,000.00	-19,800.00	1.00
Park & Launch	\$31,230.00	\$25,000.00	6,230.00	124.92
Slip Rental Contract	\$397,098.01	\$456,000.00	-58,901.99	87.08
Slip Rental Transient	\$43,851.94	\$43,000.00	851.94	101.98
Total Income	\$697,644.24	\$758,260.00	-\$60,615.76	92.01
Expense				
Advertising Expense	\$275.80	\$8,000.00	-7,724.20	3.45
Communications Expense	\$4,024.06	\$4,500.00	-475.94	89.42
Deferred Maintenance	\$152.41	\$10,000.00	-9,847.59	1.52
Dues and Subscriptions Exp	\$9,575.96	\$10,000.00	-424.04	95.76
Emp. Health & Dental				
Insurance	\$25,945.68	\$24,000.00	1,945.68	108.11
Fuel Expense	\$2,912.55	\$5,000.00	-2,087.45	58.25
Insurance Property & Liability	\$219,952.56	\$210,000.00	9,952.56	104.74
Legal and Professional Fees	\$34,139.14	\$57,500.00	-23,360.86	59.37
Office Expense	\$7,806.92	\$11,800.00	-3,993.08	66.16
Operating Supplies	\$4,629.82	\$7,000.00	-2,370.18	66.14
Payroll Tax Expense	\$13,324.42	\$17,000.00	-3,675.58	78.38
Power	\$51,119.71	\$55,000.00	-3,880.29	92.94
Refund	\$707.10	\$1,000.00	-292.90	70.71
Repairs & Maintenance	\$27,946.40	\$28,000.00	-53.60	99.81
Salary Expense	\$59,477.12	\$70,000.00	-10,522.88	84.97
Sep. Ira	\$7,662.10	\$8,100.00	-437.90	94.59
Taxes & Assessments	\$1,472.99	\$3,000.00	-1,527.01	49.10
Travel and Conferences	\$1,750.49	\$5,000.00	-3,249.51	35.01
Utilities Expense	\$62,337.95	\$68,000.00	-5,662.05	91.67
Wages Expense (Hourly)	\$103,640.95	\$116,000.00	-12,359.05	89.35
Total Expense	\$638,854.13	\$718,900.00	-80,045.87	88.87
Net Income	\$58,790.11	\$39,360.00		149.37

Noyo Harbor District

Payroll summary by employee report

From Apr 01, 2024 to Apr 30, 2024 for all employees from all locations

Item	Total
Hours - total	622.34
Hours - Regular Pay	441
Hours - Vacation Pay	0
Hours - Sick Pay	8
Hours - Holiday Pay	0
Hours - Salary	173.34
Gross pay - total	\$ 16,676.88
Gross pay - Regular Pay	\$ 10,796.80
Gross pay - Vacation Pay	\$ 0.00
Gross pay - Sick Pay	\$ 230.08
Gross pay - Holiday Pay	\$ 0.00
Gross pay - Salary	\$ 5,650.00
Pretax deductions - total	
Adjusted gross	\$ 16,676.88
Other pay - total	\$ 0.00
Employee taxes & deductions - total	-\$ 3,084.11
Employee taxes - total	-\$ 3,084.11
Employee taxes - Federal Income Tax	-\$ 1,243.60
Employee taxes - Social Security	-\$ 1,033.97
Employee taxes - Medicare	-\$ 241.81
Employee taxes - CA Income Tax	-\$ 381.27
Employee taxes - CA State Disability Ins	-\$ 183.46
Employee Aftertax deductions - total	
Net pay	\$ 13,592.77
Employer taxes & contributions - total	\$ 1,391.88
Employer taxes - total	\$ 1,391.88
Employer taxes - FUTA Employer	\$ 29.02
Employer taxes - Social Security Employer	\$ 1,033.97
Employer taxes - Medicare Employer	\$ 241.81
Employer taxes - CA ETT	\$ 4.84
Employer taxes - CA SUI Employer	\$ 82.24
Company contributions - total	
Total payroll cost	\$ 18,068.76



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Jim Hurst
Chair

Doug Albin
Vice Chair

Richard Shoemaker
Commissioner

Dan Platt
Commissioner

Grant Downie
Commissioner

Anna Neumann
Harbormaster

Noyo Harbor Commission Regular Meeting Minutes

Thursday May 9th, 2024

Fort Bragg Town Hall

363 N. Main Street, Fort Bragg, CA 95437

Call to Order at 6:00pm by Chair Hurst

Roll Call

Present: Commissioner Shoemaker, Commissioner Downie, Commissioner Platt, Vice Chair Albin, Chair Hurst

Pledge of Allegiance

Public Comment on Non-Agenda Items

The Noyo Harbor Commission welcomes input from the public. Please limit your comments to five minutes so that everyone may be heard. The Brown Act does not allow action to be taken on non-agenda items.

Correspondence

None

Consent Calendar

1. Meeting Minutes – April 2024
2. Special Meeting Minutes- April 2024
3. Treasurer Report -April 2024

Motion to approve consent calendar. 1st Commissioner Shoemaker, 2nd Commissioner Platt.

Approved 5-0-0

Conduct of Business

1. Discussion and possible action Resolution 2024-2 Abandonment of Baby Sea Lion

Short discussion was held on the abandonment of the Baby Sea Lion, the passing of the owner, and the families statements that they are no longer going to be paying slip rents. The vessel has been in the marina with no payments for 3 months and no watchman aboard the vessel, therefore is eligible for abandonment.

Motion to approve Resolution 2024-2 Abandonment of Baby Sea Lion. 1st Commissioner Downie, 2nd Commissioner Shoemaker. Approved 5-0-0

Gary Swanson submitted a quote for the dismantling of the vessel. Commissioners and legal counsel reminded the Harbormaster that the total price of the project could not exceed \$25,000 per the District policies or a formal bid process would need to be undertaken. The Harbormaster will double check with Swanson that no other cost would be incurred in the project price before allowing work to begin.

Motion to approve the Swanson bid. 1st Commissioner Shoemaker, 2nd Commissioner Platt. Approved 5-0-0

2. Discussion and possible action on payment schedule for North Star Ice
A conversation on the ice system was held. Commissioner Shoemaker was concerned that no contract was in place with North Star Ice prior to sending them a significant amount of funds. The Harbormaster did have a purchase order and agreed to send the purchase agreement to the legal counsel prior to sending any more funds to North Star. The Commission felt it important to get some sort of legal contract in place before sending such a significant amount of money without a legal agreement.

Motion to proceed with attorney oversight on contracts or purchase agreements. 1st Commissioner Shoemaker, 2nd Commissioner Downie. Approved 5-0-0

3. Discussion and possible action on fish cleaning station contracts
The contracts for the fish cleaning station were presented to the commissioners, prior to the meeting legal counsel sent the Harbormaster notes on small changes that needed to be made within the contract. Those changes were noted and will be made before the contracts go out for the bid process.

Motion to approve the contract and authorize the Harbormaster to go out to bid. 1st Commissioner Downie, 2nd Commissioner Platt. Approved 5-0-0

4. Discussion and possible action on proposed budget 2024/2025
Commissioners took time to ask the Harbormaster questions on the 2024/2025 proposed budget and review the suggested budget. Some changes were made and suggestions on how to improve the budget. Commissioners directed the Harbormaster to bring the budget back with changes to the June meeting.

No motion was made.

5. Discussion and possible action on meeting schedule for June through August.

Commissioners and Harbormaster talked through the meeting schedule for June, July and August. The Harbormaster would like to be present for the June meeting which would aware the construction contracts and the finalize the budgets. Meetings for July and August would be held as regularly scheduled unless no items are needed on the schedule.

Motion to move the next regular meeting to June 6th, 2024 at 6pm. 1st Commissioner Downie, 2nd Commissioner Platt 5-0-0

Staff Reports and Recommendations

District Office:

Port Infrastructure Development Program

Coastal Conservancy Grant Application

Harbormaster Maternity Leave

Harbormaster gave updates and answered questions from the staff reports.

Attorney Report:

None

Matters from the Commissioners:

Commissioners Downie asked about the Point Arena Joint Cable Committee meeting and was given an update from Commissioner Shoemaker and the Harbormaster who were in attendance. Commissioner Downie also gave an update on the North Coast Kelp Fest which leads into Urchin Fest.

Commissioner Platt gave an update on the Commercial Fishermen's Resiliency Association and their work on Community Benefit Agreements. The CFRA met in Fort Bragg on May 8th.

Chair Hurst detailed a conversation he had had with Paul Katzoff about the potential to turn Mr. Katzoffs property into a cannery in the Harbor. Chair Hurst will invite Mr. Katzoff to a regular meeting to discuss potential collaborations.

Motion to adjournment to the next regular meeting June 6th 2024 at 6pm. 1st Commissioner Shoemaker, 2nd Commissioner Platt. Approved 5-0-0



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NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 1
MEETING DATE: 6/6/2024

TITLE

Construction Contracts

RECOMMENDED ACTION

Approval or recommendations

ANALYSIS

Bids for the fish cleaning station will be opened on June 4th at 2pm. The Harbormaster and SHN will determine the lowest, responsive, responsible bidder and provide an updated list to the commissioners at the commission meeting.

If no bids are received or the bids are above the budgeted amount, staff will come with recommendations on how to proceed.

FISCAL IMPACT

None, project is 100% funded via State Lands Commission.

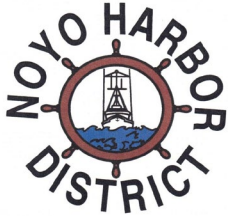
ATTACHMENTS

List of responsive bidders to be presented at Commission meeting.

Contract to be presented at Commission meeting



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NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 2
MEETING DATE: 6/6/2024

TITLE

FEMA

RECOMMENDED ACTION

Recommendations

ANALYSIS

With the winter rapidly approaching the Harbormaster is concerned that we will not have adequate dock space to accommodate our larger vessels due to broken infrastructure. We have applied to FEMA to fund these projects and our projects have taken large steps in the last 6 months we still do not know when obligations will occur. However, we feel confident that obligation will occur and the District will be reimbursed for this work. The Harbormaster would like to move ahead with the permitting process to replace the pilings on G and H dock.

This is one small aspect of the overall project but is the most time sensitive. The G dock pile was broken in the winter 2022-2023 storm and is eligible for the FEMA claim, all planning and permitting associated with its replacement is also eligible for funding. The H dock pile was broken in the winter 2023-2024 storm and is not eligible for the FEMA claim, but could be added as a separate line item in the bid schedule and replaced with District funds.

There is an inherent risk to begin this process without FEMA funding, however this work is critical to the Harbor remaining functional. Without these docks being functional, our larger vessels are tying to different infrastructure and cause damage in other locations. The Harbormaster is considering cancelling long-term leases because of the lack of adequate infrastructure.

If FEMA funding is not obligated, the Harbormaster would recommend to the Commissioners that we use funds from our reserve to accomplish the projects.

Grant funds have been applied for to rebuild the marina; however construction would still be years away.

FISCAL IMPACT

ATTACHMENTS



NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 3
MEETING DATE: 6/6/2024

TITLE

North Star Icehouse

RECOMMENDED ACTION

Recommendations

ANALYSIS

Progress Updates on Preparing Site:

SHN has been working with North Star, the City of Fort Bragg Water Works and PG&E on the utilities requirements for the ice system. SHN has also been working on developing a detailed budget for preparing the location and constructing the service catwalks around the system with information being provided by North Star.

Sales Order Acknowledgement:

Attached is the Sales Order Acknowledgement that the Harbor District has with North Star, while this agreement protects North Star more than it protects the District, North Star President Logan Shepardson is happy to work with the District to ensure we feel comfortable in our purchase.

The current sales order acknowledgement states that the District will pay the additional \$85,000 to bring the full deposit to 50% of the total cost, then not be responsible for payment in full until 2 weeks prior to the delivery date. The delivery date is currently unset. In our conversations with North Star we have detailed the permitting process and they understand our tentative delivery date is Q3 2025.

The Harbormaster and legal counsel are looking for recommendations from the Commissioners on to best protect the District interests.

North Star has been in business for over 65 years and their products are commonly used in Harbor related icehouses across the West Coast. In speaking with other Harbormaster in Washington, Oregon and California who have worked with North Star they have received glowing reviews.

FISCAL IMPACT

This project is 100% funded and we have no reason to believe we are overbudget at this point in time.

ATTACHMENTS

Sales Order Acknowledgements

P O Box 80227
 8151 Occidental Ave S
 Seattle, WA 98108-0227
 USA



Sales Order Acknowledgement

Sales Order: 4042
 Quote #: A-5919

Phone: (206) 763-7300
 Fax: (206) 763-7323

Equipment Sales Order

Page: 1 of 5

Sold To: C6167

Noyo Harbor District
 19101 S Harbor Dr
 Fort Bragg CA 95437
 USA

Ship To:

Noyo Harbor District
 19101 S Harbor Dr
 Fort Bragg CA 95437
 USA

Order Date: 2/15/2024 PO Number: TBD Incoterm: Ex Works
 Ship By: TBD Sales Person: Logan Shepardson Industry: Fish
 Terms: *See Comments Ship Via: Best Way End User: Noyo Harbor District

IMPORTANT ORDER CONSIDERATIONS: These commodities are licensed for ultimate destination: Fort Bragg, CA/USA. Any diversion of product contrary to U.S. law is prohibited. Estimated shipment date is TBD for your order which is based upon the timely receipt of Deposit and Machine Operating Conditions.

In the event of significant material price increase, North Star Ice Equipment reserves the right to apply a Material Surcharge up to 10% of the project cost. The surcharge will be determined at the completion of the project when budgeted and actual cost are compared, only project material cost difference will be passed on to your business.

To help us secure space in advance with the carriers for domestic shipments, please coordinate payment as soon as possible. Please note that shipper schedules may change without prior notice, and we cannot guarantee a shipping or arrival date.

Payment Terms: \$600,000.00 Deposit due April 15th, 2024, \$85,000 upon beginning of fabrication, balance due 2 weeks prior to delivery.

US Dollars

Line	Order Qty	Part Number/Description	Unit Price	Ext. Price	Disc	Line Price
1	1.00	Dry Box Container SKU - TBD	798,738.00	798,738.00		798,738.00
Ice Maker Module w/ One M60SS Flake Ice Maker, Control Panel and Refrigeration system per specifications						
2	1.00	Container Rake SKU - TBD	272,695.00	272,695.00		272,695.00
22 US Ton Flake Ice Container Rake System per specifications						
3	1.00	Pneumatic Conveying System SKU - TBD	254,795.00	254,795.00		254,795.00
Containerized Pneumatic Delivery System per specifications						

P O Box 80227
8151 Occidental Ave S
Seattle, WA 98108-0227
USA



Sales Order Acknowledgement

Sales Order: 4042
Quote #: A-5919

Phone: (206) 763-7300
Fax: (206) 763-7323

Equipment Sales Order

Page: 2 of 5

4	1.00	StartUp Technician On Site Startup	39,270.00	39,270.00	39,270.00
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Start-up of Refrigeration Equipment per specifications

Taxes

Line	Rel	Tax Description	Taxable Amount	Percent	Tax Amount
1	1	Ex Interstae	798,738.00000	0.00000 %	0.00000
2	1	Ex Interstae	272,695.00000	0.00000 %	0.00000
3	1	Ex Interstae	254,795.00000	0.00000 %	0.00000
4	1	Ex Interstae	39,270.00000	0.00000 %	0.00000

Equipment Total: 1,365,498.00

Tax Total: 0.00

Line Miscellaneous Charges: 0.00

Miscellaneous Charges: 0.00

Sales Order Total \$USD: 1,365,498.00

We acknowledge the receipt of your order. The acceptance of your order, however, is expressly made conditional on your assent to the terms and conditions stated in our Conditions of Sale Document and we agree to furnish the goods, as described above, based only upon these terms and conditions. If you or your customer delays shipment for more than 14 days after the scheduled ship date, we reserve the right to assess reasonable holding charges until we are able to make shipment, please refer to our Storage Fee Schedule for applicable charges.

By signing below, you acknowledge acceptance of this sales contract, including its terms and conditions:

Authorization Signature: Anna Neumann

Name: Anna Neumann

Title: Harbormaster

Date Signed: 2/19/2024

Company Name: Noyo Harbor District

TERMS AND CONDITIONS OF SALE

This sale of the product(s) identified in the attached Sales Order Acknowledgement (this sale, the "Order," and the product(s), the "Products") by North Star Ice Equipment Corporation ("North Star") to the customer identified in the "Sold To" section of the Sales Order Acknowledgement ("you" or "Customer") is governed exclusively by these Terms and Conditions of Sale and the Sales Order Acknowledgement (collectively, the "Agreement"). North Star's performance is expressly made conditional upon your acceptance of this Agreement. Any provisions or conditions of any Sales Order Acknowledgment or other document which are inconsistent with or in addition to this Agreement are hereby rejected and shall not be binding upon North Star unless expressly agreed to in writing by North Star. This Order will be effective upon your receipt of the Sales Order Acknowledgment, unless you reject the Sales Order Acknowledgment in writing, within 48 hours of receipt.

1. PRICING AND PAYMENT.

- a. You shall pay for the Order in accordance with the price and payment schedule listed in the Sales Order Acknowledgment (less discounts, if any), including the amount of nonrefundable down payment that is listed (the "Purchase Price"). The Purchase Price is exclusive of all sales or use taxes, tariffs, customs, duties, and other governmental charges. You shall pay or reimburse North Star for any and all such charges; or in lieu thereof, you will provide North Star with a tax exemption certificate acceptable to the appropriate taxing authorities.
- b. You shall pay for the Order in accordance with the price and payment schedule listed in the Sales Order Acknowledgment (less discounts, if any), including the amount of nonrefundable down payment that is listed (the "Purchase Price"). The Purchase Price is exclusive of all sales or use taxes, tariffs, customs, duties, and other governmental charges. You shall pay or reimburse North Star for any and all such charges; or in lieu thereof, you will provide North Star with a tax exemption certificate acceptable to the appropriate taxing authorities.
- c. Unless otherwise agreed to in writing, prices are based on tender to you or your designated carrier at North Star's point of manufacture. If any necessary third-party component is unavailable as of the date of the Order, and North Star's cost of obtaining that component increases once it becomes available, then North Star is permitted to increase the cost of the Order to the same extent that North Star's costs increase.
- d. In the case of any Products held subject to your instructions or which North Star, in its sole discretion, has reasonably determined should be held for you, North Star may require payment from you on a prepaid basis before delivery, with the risk of loss or damage for such Products, held at any location and for any reason, passing entirely to you as of the date of the invoice requiring such payment; North Star may charge you for additional amounts for insurance and storage at prevailing rates.
- e. In the case of export sales, unless otherwise agreed to in writing by North Star, all payments to North Star are to be made in advance, or by means of a confirmed irrevocable commercial letter of credit if you are unable or unwilling to make advanced payments.

2. PRODUCT SPECIFICATIONS.

- a. North Star is permitted to rely conclusively on any plans, drawings, diagrams, and specifications provided or approved in writing by you relating to this Order. If the finished Product matches or meets the plans, drawings, diagrams, and specifications provided or approved by you, then you will be solely responsible for any costs of replacement, redesign, or remanufacturing necessary for your or any third party's intended use of the Product.
- b. North Star reserves the right to revise this Order's construction and/or design specifications (such revision, a "Revision"). North Star will notify you of any material Revision in writing within ten days of making such Revision. You will have ten days after receiving such notice to reject the material Revision in writing. If you fail to reject the Revision accordingly, you shall be deemed to have accepted the Revision.
- c. You acknowledge and agree that all estimates provided by North Star regarding a Product's production capacity are good faith estimates based upon North Star's receipt of all necessary information from you.
- d. You agree to bear the expense of any revised plans, drawings, diagrams, or specifications based on changes or modifications in state, federal, or local laws that become effective after your acceptance of this Agreement.

3. **INPUTS SPECIFIED BY CONTRACT:** The Sales Order Acknowledgement specifies the machinery, equipment, materials, and labor, engineering, and mechanical services (the "Inputs") to be supplied by North Star. Any Inputs that are not specified in the Sales Order Acknowledgment are to be furnished in all cases by you.

4. SHIPPING AND RISK OF LOSS:

- a. All delivery dates provided by North Star are good faith estimates based upon North Star's prompt receipt of all necessary information from you and are not guaranteed. Delivery dates will be extended in the event of strike, fire, flood, riot, accident, shortage of labor or materials, embargo or delay in transportation, compliance with governmental agency or official requests, or any other cause beyond the reasonable control of North Star. FAILURE TO DELIVER WITHIN THE ESTIMATED TIME WILL NOT BE A BREACH OF CONTRACT ON NORTH STAR'S PART AND IN NO EVENT WHATSOEVER WILL NORTH STAR BE RESPONSIBLE FOR OR WILL YOU BE ENTITLED TO ANY DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DELAY IN DELIVERY. If you cause or request North Star to delay shipment or completion of work, then North Star will be entitled to any extra costs resulting from that delay including reasonable holding charges until shipment is made. Contact North Star for a schedule of storage fees if one was not provided to you.

Equipment Sales Order

- b. Unless otherwise agreed to in writing, North Star will tender all Products to your designated carrier at North Star's point of manufacture, and you will bear the risk of loss upon tender. If you pursue any claims relating to damage or loss during shipment, you will pursue such claims only against your carrier, and North Star's involvement in any such claim will be limited to providing information to you concerning the Products ordered and the circumstances of tender. You will have up to ten (10) days to accept or reject the Products following receipt; all Products that you have not rejected within ten (10) days will be deemed accepted. FAILURE TO DELIVER WITHIN THE ESTIMATED TIMEFRAME WILL NOT BE A BREACH OF CONTRACT ON NORTH STAR'S PART AND IN NO EVENT WHATSOEVER WILL NORTH STAR BE RESPONSIBLE FOR OR WILL YOU BE ENTITLED TO ANY DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DELAY IN DELIVERY.
5. **NONCONFORMITY AND CLAIMS:** Within ten (10) days after receipt of any Product, and before you use or resell it, you must examine it and promptly notify North Star in writing of any alleged nonconformity. If you use or resell a Product before providing North Star such notice, you will be deemed as accepting the Product and you waive any right to rely upon any claim of nonconformity of the Product. If North Star determines that a claim of nonconformity is valid, North Star may, at its sole discretion, (i) replace or repair any nonconforming Product, (ii) accept the return of any nonconforming Product and refund the Purchase Price to you, or (iii) pay you the difference in value of the Product actually delivered and the value of a conforming Product as of the scheduled delivery date. Notwithstanding Section 11, the foregoing remedies are your only and exclusive remedies for any nonconforming Products hereunder.
6. **RETURNED PRODUCTS AND RESTOCKING:** You will not return any Products without the prior written consent of North Star and in accordance with shipping instructions from North Star. If North Star authorizes a return, then you will pay all related transportation charges. Products made to special order are not returnable. A restocking charge of not less than twenty percent (20%) of the Purchase Price will apply on Products accepted by North Star for return. Unless you comply with this section, North Star shall have no responsibility to dispose of any returned Product or to refund or credit any amount to you.
7. **RETENTION OF TITLE AND SECURITY INTEREST:**
- a. Until all sums due to North Star have been paid, all Products delivered to you shall remain North Star's property (such Products, the "*Retained Products*"). If such retained title is not valid or enforceable under applicable law, then you shall grant North Star a security interest in the Products, any replacement parts, and any proceeds thereof (such secured Products and the Retained Products collectively, the "*Secured Products*"). The Secured Products shall remain North Star's property regardless of any structure or property it is affixed to, attached to, or otherwise incorporated into.
- b. Notwithstanding North Star's retained interest in the Secured Products, until all sums due to North Star have been paid, you shall bear all risk of loss or damage with respect to the Secured Products and you will insure the Secured Products in an amount at least equal to the Purchase Price against loss or damage from fire, wind, water, or other causes. Loss or damage by fire, wind, water or other causes will not relieve you from your obligations to North Star. Under the applicable insurance policies, you will designate the insurance proceeds to be made payable jointly to North Star and you in accordance with our respective interests, based on the then-outstanding balance of the Purchase Price. Your failure to procure and maintain the required insurance coverage will entitle North Star to declare the entire Purchase Price immediately due and payable, and will also entitle North Star to recover possession of the Secured Products until the entire Purchase Price is paid.
- c. Notwithstanding North Star's retained interest in any of the Secured Products, until all sums due to North Star have been paid, you shall be solely responsible and liable for any and all taxes, warehousing or storage costs, transportation costs or other costs or liabilities associated with the Secured Products following delivery thereof to you by North Star.
- d. You shall maintain all Secured Products in a safe location, marked by conspicuous signage disclosing North Star's retained interest in the Secured Products and you shall not transfer or otherwise assign to any third party any interest in the Secured Products.
- e. You shall execute any document deemed necessary or appropriate by North Star, in its sole discretion, to perfect or enforce its retained interest in the Secured Products, or, in the alternative, North Star may file or record this Agreement without your signature.
8. **PRODUCT EXPORT:** You acknowledge that certain Products may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations promulgated thereunder. You warrant that the Products will not be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country in any manner prohibited by the U.S. law, and will not be used for any purpose prohibited by the same. North Star makes no representation or warranty that the use of the Products will comply with foreign laws, and you agree that you are solely responsible for complying with all foreign laws.
9. **SELLER'S REMEDIES:** If you fail to pay any amount when due under this Agreement, do not otherwise perform or comply with any of this Agreement's terms or the terms of any other contract involving you and North Star, whether in whole or in part, or become insolvent, file a petition for bankruptcy or commence or have commenced against you proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then in addition to any remedies that may be provided in this Agreement, North Star may:
- a. Terminate any part of this Agreement (including any Warranty or Warranties) or any other contract with you;
- b. Defer any shipment under this Agreement or any other contract with you;
- c. Declare immediately due and payable all outstanding invoices under this Agreement or any other contract with you;
- d. Immediately repossess all or any part of the Products in transit or in the custody or control of you pursuant to this Agreement or any other contract with you;
- e. Finish all or any portion of its performance of the Agreement and charge you up to the full Purchase Price; and

Phone: (206) 763-7300
Fax: (206) 763-7323

Equipment Sales Order

Page: 5 of 5

- f. Immediately repossess all or any part of the Products in transit or in the custody or control of you pursuant to this Agreement or any other contract with you;
10. **CANCELLATIONS AND ALTERATIONS:** Once an Order is accepted, you are not permitted to cancel it except with North Star's express written consent. If North Star allows cancellation, then you will pay North Star all expenses incurred and damages sustained by North Star on account of such cancellation, including a reasonable profit. The delivery date(s) and specifications of the Order, whether completed or in process, will not be altered except by North Star's express written consent and upon terms that compensate North Star for all expenses incurred and damages sustained by North Star on account of such alteration, including a reasonable profit.
11. **WARRANTY:** The Warranty or Warranties that accompany the Sales Order Acknowledgement are incorporated herein by reference and provide the warranty terms for this Order.
12. **LIMITATIONS ON LIABILITY:** IN NO EVENT WILL NORTH STAR BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM (A) THE PERFORMANCE OR BREACH OF THIS AGREEMENT, INCLUDING DEFECTS OR NONCONFORMITY OF ANY PRODUCTS; (B) THE USE OF PRODUCTS BY YOU, OR ANY OTHER PARTY; (C) THE INSTALLATION OR INTEGRATION OF ANY PRODUCTS INTO ANY STRUCTURE OR PROPERTY; OR (D) THE MANUFACTURE, SALE, OR USE OF ANYTHING MADE BASED ON THE PRODUCTS, EVEN IF NORTH STAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR INJURIES TO CONSUMERS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF NORTH STAR. You agree that, regardless of the form of action, whether in contract or tort, including negligence, North Star's liability for damages claimed by you with respect to the Products shall not exceed fees received by North Star from you for the applicable Products hereunder. Regardless of the form of action, whether in contract or tort, including negligence, North Star's liability for damages claimed by third parties with respect to the Products, as between North Star and you, shall not exceed fees paid to North Star hereunder. No action, regardless of form, arising under this Agreement (other than an action for nonpayment of any purchase prices or other amounts owed by you to North Star), may be brought by either party more than one (1) year after the date of the alleged breach. North Star shall not be liable for any failure to perform under this Agreement where such failure is due to any cause beyond North Star's control.
13. **CUSTOMER INDEMNITY:** If any claim or action is brought or alleged against North Star as a result of, related to, or arising out of any installation, construction, maintenance, refurbishment, or repair that you or your agents or subcontractors have performed improperly, negligently, or not in compliance with any specifications, guidelines, training, or manuals provided by North Star, then you will defend, indemnify, and hold harmless North Star from that claim or action and from any damages, loss, costs, and fees (including attorneys' fees) that North Star incurs or is held liable for. For the sake of clarity, this provision extends to any circumstance in which a North Star product is not operating at its maximum desired capacity based on your improper, negligent, or non-compliant acts, whether or not any direct damage, injury, or malfunction has occurred.
14. **GENERAL.** These terms and conditions of this Agreement constitute the entire agreement between North Star and you regarding the subject matter hereof, and any additional or different terms or conditions set forth in any other document shall be of no effect. The relationship of the parties is one of independent contractors. No agency, employment, partnership or joint venture shall be created by or founded upon this Agreement. You shall not make or assign, or represent to any party, by implication or otherwise, that it may make or assign, any warranty or representation by or for North Star, nor shall you attempt, or represent that it is entitled, to make any commitment, waiver or settlement on behalf of North Star or to pledge the credit of North Star. This Agreement shall be governed by and construed under the laws of the State of Washington, without regard to any conflicts of law principles to the contrary. The parties consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Courts of King County, Washington. You agree not to object to this jurisdiction and venue, and hereby waive all defenses of lack of personal jurisdiction and forum non-conveniens. Any notice or request hereunder shall be made in writing delivered in person to an authorized officer of the respective party or mailed or transmitted by cable or telecopier, for North Star Ice Equipment, to the contact information provided at the bottom of each page of these Terms and Conditions of Sale and, for you, to the address you provided in the Sales Order Acknowledgment (unless changed by written notice of a different address). Your rights hereunder are personal to you and the company you represent, and may not be assigned or transferred in whole or in part by you, nor may any benefit hereunder inure to any trustee in bankruptcy, receiver, or successor, whether by operation of law or otherwise, without the prior written consent of North Star, and any attempted assignment or transfer without such consent shall constitute a breach hereunder and shall be void. No omission or delay on the part of either party hereto in requiring due and punctual fulfillment of the obligations of the other party shall be deemed to constitute a waiver of any of the rights of the omitting or delaying party unless such rights are waived in the particular instance in a writing delivered to the other party, and no such waiver shall apply to any other instance or obligation. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the maximum extent allowed by law and the parties' fundamental intentions in that and other contexts, and the remainder of this Agreement shall continue in full force and effect. The parties agree that all written communications among the parties related to this Agreement shall be drafted in the English language. This Agreement has been prepared in the English language and, notwithstanding any translation of this Agreement into any other language, it is the express intent of the parties that the English version of this Agreement shall control in all respects.



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NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 4
MEETING DATE: 6/6/2024

TITLE

Resolution 2024-1

RECOMMENDED ACTION

Approval

ANALYSIS

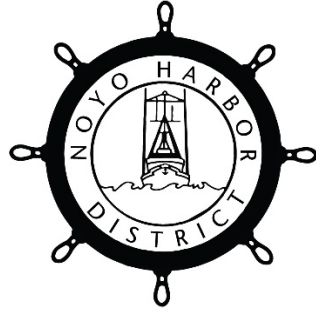
The Office of Oil Spill Prevention and Response requested we make edits to Resolution 2024-1.

FISCAL IMPACT

ATTACHMENTS

Requested Edits

Edited Resolution 2024-1



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Jim Hurst
Chair

Doug Albin
Vice Chair

Richard Shoemaker
Commissioner

Dan Platt
Commissioner

Grant Downie
Commissioner

Anna Neumann
Harbormaster

Noyo Harbor District

Resolution 2024-1

A RESOLUTION AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW) AND AUTHORIZING AND THE NOYO HARBOR DISTRICT FOR THE OIL SPILL EQUIPMENT GRANT.

Whereas the Noyo Harbor District has submitted an application to the CDFW for funding for the Oil Spill Equipment Grant; and

Whereas, prior to the CDFW executing a funding agreement, Noyo Harbor District is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of Noyo Harbor District and to carry out other necessary Project-related activities;

Now, therefore, be it resolved and ordered, that the Noyo Harbor District is hereby authorized to carry out this Project, enter into a funding agreement with the CDFW, and accept and expend funds for this Project in the amount of \$5,000; and

Noyo Harbor District

Be it further resolved and ordered, that the **Harbormaster**, or designee, is hereby authorized and designated to sign for, ~~and on behalf of the Noyo Harbor District~~ the funding agreement for this Project and any amendments thereto; and

Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by Noyo Harbor District which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Noyo Harbor District at the meeting thereof held on March 11th, 2024

Ayes: 3

Noes: 0

Abstained: _____

Absent: 2

Signature: Anna [Signature]

Name and title of authorized record keeper of recipient's governing board or

Seal of the Clerk





Jim Hurst
Chair

Doug Albin
Vice Chair

Richard Shoemaker
Commissioner

Dan Platt
Commissioner

Grant Downie
Commissioner

Anna Neumann
Harbormaster

Noyo Harbor District

Resolution 2024-1

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Now, therefore, be it resolved and ordered, that the Noyo Harbor District is hereby authorized to carry out this Project, enter into a funding agreement with the CDFW, and accept and expend funds for this Project in the amount of \$5,000; and

Be it further resolved and ordered, that the Noyo Harbor District, or designee, is hereby authorized and designated to sign for the funding agreement for this Project and any amendments thereto; and

Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by (GRANTEE), which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Noyo Harbor District at the meeting thereof held on March 11th, 2024

Ayes: _____

Noes: _____

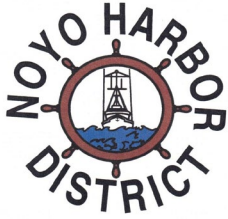
Abstained: _____

Absent: _____

Signature: _____

Name and title of authorized record keeper of recipient's governing board or

Seal of the Clerk



NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 5
MEETING DATE: 6/6/2024

TITLE

2024-2025 Proposed Budget

RECOMMENDED ACTION

Approval or recommendations

ANALYSIS

Adjustments were made from commissioner comments from the May meeting and project revenues were updated for ground rent and contract slip rentals.

Actual revenues and expenses from 2023-2024 were added into the spreadsheet to provide a history of income and expenses.

FISCAL IMPACT

ATTACHMENTS

Proposed budget 2024-2025



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Noyo Harbor District (NHD)

	Budget 2021/2022	Budget 2022/2023	Actual Revenue 2022/2023	Budget 2023/2024	Projected Revenues 2023/2024	Proposed Budget 2024/2025
Revenues						
Slip Rental - Contract	525,000.00	650,000.00	453,476.26	456,000.00	466,620.80	460,000.00
Slip Rental - Transient	50,000.00	60,000.00	47,039.04	43,000.00	48,257.00	45,000.00
Hoist Fees	3,000.00	1,000.00	660.00	1,000.00	200.00	500.00
Park & Launch	30,000.00	35,000.00	22,906.56	25,000.00	41,032.00	35,000.00
Ground Rent	30,000.00	40,000.00	34,342.08	30,000.00	19,600.00	24,000.00
Encroachment Leases	20,000.00	20,000.00	14,218.75	20,000.00	24,759.00	25,000.00
Electric	0.00	15,000.00	958.54	10,000.00	13,890.00	15,000.00
Late Fees	3,000.00	4,000.00	30.00	2,000.00	2,778.00	2,000.00
Income -Marina Based	661,000.00	825,000.00	573,631.23	587,000.00	617,136.80	606,500.00
Community Fish Markets	5,000.00	3,000.00	7,712.29	3,000.00	2,362.00	2,000.00
Property Tax Rev-Current	112,000.00	117,000.00	120,408.53	117,260.00	130,807.67	131,000.00
Interest Income	5,000.00	4,830.00	25,737.87	30,000.00	49,433.58	45,000.00
Local Coastal Program Update- City Of Fort Bragg				20,000.00	200	30,000.00
Economic Development Department						40,000.00
Other Revenues	122,000.00	124,830.00	153,858.69	170,260.00	182,803.25	248,000.00
Total Revenues	783,000.00	949,830.00	727,489.92	757,260.00	799,940.05	854,500.00

Expenses	Budget 2021/2022	Budget 2022/2023	Actual Expense 2022/2023	Budget 2023/2024	Projected Expense 2023/2024	Proposed Budget 2024/2025
Payroll and Employee Burdens						
Harbormaster	60,000.00	60,000.00	69,850.00	70,000.00	68,700.00	70,000.00
Wages Hourly 2 F.T. 2 P.T.	95,000.00	137,696.00	115,033.29	116,000.00	106,272.00	187,000.00
Emp. Health & Dental Insurance	85,000.00	25,000.00	22,933.02	24,000.00	28,722.00	30,000.00
Sep. Ira	20,000.00	15,000.00	7,641.67	8,100.00	8,356.00	16,000.00
Payroll Tax Expense	31,500.00	31,000.00	15,459.44	17,000.00	13,840.00	20,560.00
Employee Totals	291,500.00	268,696.00	230,917.42	235,100.00	225,890.00	323,560.00
Utilites						
Utilities Expense (Trash/Water)		90,000.00	66,332.11	68,000.00	63,595.00	65,000.00
Power		55,000.00	53,105.79	55,000.00	56,499.00	57,000.00
Utilities	130,000.00	145,000.00	119,437.90	123,000.00	120,094.00	122,000.00
Insurance Property & Liability	195,000.00	210,000.00	266,203.25	210,000.00	218,652.00	230,000.00
Legal and Professional Fees						
Legal	15,000.00	35,000.00	13,193.48	24,000.00	16,450.00	20,000.00
Consultant	10,000.00	20,000.00	38,291.91	25,000.00	18,776.00	20,000.00
Auditor	8,000.00	10,000.00	8,000.00	8,500.00	4,025.00	8,500.00
Legal and Professional Totals	33,000.00	65,000.00	59,485.39	57,500.00	39,251.00	48,500.00

	Budget 2021/2022	Budget 2022/2023	Actual Expense 2022/2023	Budget 2023/2024	Projected Expense 2023/2024	Proposed Budget 2024- 2025
Office and Admin Expenses						
Office Expense	6,000.00	6,000.00	12,399.46	11,000.00	8,454.00	10,000.00
Office Equipment	1,500.00	1,500.00		800.00	760.00	800.00
Conferences & Meetings	5,000.00	5,000.00	4,541.15	5,000.00	1,750.00	2,000.00
Dues and Subscriptions Exp	3,000.00	12,000.00	12,104.20	10,000.00	12,474.00	18,000.00
Advertising Expense	500.00	3,000.00	1,435.88	800.00	332.00	500.00
Communications Expense	3,000.00	3,000.00	4,737.61	4,500.00	4,528.00	4,500.00
Taxes & Assessments	32,000.00	3,000.00	4,622.82	3,000.00	1,472.00	2,000.00
Refunds			4,240.00	1,000.00	942.00	1,000.00
Office and Admin Expenses	26,500.00	33,500.00	44,081.12	36,100.00	30,712.00	38,800.00
Grounds						
Repairs & Maintenance	35,000.00	45,000.00	27,493.50	28,000.00	29,301.44	33,000.00
Operating Supplies	9,000.00	9,000.00	5,834.23	7,000.00	5,412.00	6,000.00
Equipment Purchase	10,000.00	4,000.00		0.00		1,000.00
Equipment Expense	3,000.00	1,000.00		0.00		
Fuel Expense	1,500.00	1,600.00	4,156.61	5,000.00	3,285.00	5,000.00
Deferred Maintenance	65,000.00	30,000.00	29,126.17	10,000.00		10,000.00
Maintenance & Repairs	123,500.00	90,600.00	66,610.51	50,000.00	37,998.44	55,000.00
Grant Expenses						
Save Grant	0.00	13,000.00	0.00	10,000.00	2,271.45	2,000.00
Grant Expenses	0.00	13,000.00	0.00	10,000.00	2,271.45	2,000.00
Total Expenses	799,500	825,796	786,736	721,700	674,869	819,860
Net Income	(16,500)	124,034	(59,245.67)	35,560.00	125,071.16	34,640.00

Active Grants

SAVE Grant 2022/2023	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 9/30/2024	\$80,000.00	\$40,650.00	\$8,000.00	\$4,065.00	-\$2,000.00

State Lands Commission	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 10/2026	\$448,808.00	\$131,919.21	\$0.00	\$0.00	\$0

EDD - CERF Pilot	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 10/2025	\$3,203,872.00	\$2,541,872.00	\$0.00	\$0.00	\$40,000

2024/2025 Grant Expense Narrative

SAVE 2023/2024

The 2023/2024 SAVE grant project targets the removal of abandoned and derelict vessels. This program requires a 10% match, however staff time can be used as an in-kind donation. Typically per vessel, the Harbormaster will spend 15-20 hours at a rate of 32\$ per hour, this generally equates to half of the total match. If the in-kind match does not exceed the 10% match requirement, a cash match is taken from total reimbursement amount. In the 2024/2025 proposed budget the Harbor District should expect to pay \$2,000 from the general fund toward the cash match.

State Lands Commission

The State Lands Commission grant is allocated into two separate projects, a vessel destruction project and grader park improvement project. The vessel destruction project has been completed and the grader park improvements projects are expected to be done by October 2025. The project is funded at 100% but staff time was not considered to be an applicable expense for this project. Work loads for this project vary as permits and contractors are aquired and work can be completed. On average the Harbormaster has spend 2 hours per week on this project throughout the life of the project. A one time payment was made to the Harbor District for that project and the funds have been placed in the LAIF account and slowly withdrawn as the District expended funds from this project.

Economic Development Department- Community Emergency Relief Fund

The EDD-CERF project will construct the new ice making facility and host the Marine Based Entreprenural Training Program. This project was funded at 100% and funds have been allocated toward staff time and indirect cost incurred by the Harbor District. While this project has just begun, it should be reflected in the 2024/2025 budget that a portion of staff time and overhead are being reimbursed to the Harbor District. The Harbormaster has estimated that \$40,000 will be reimbursed to the District from these two categories. This reimbursement is shown in the "Other Revenues" category under Economic Developement Department.

Account/Reserve Information

Current Cash Balances

Chase Checking	\$187,915.79
Chase Money Market	\$156,125.24
LAIF	\$1,553,442.17
Total	\$1,897,483.20

**Total not pre-allocated to
grant fundings**

6 Month operating expense	\$270,000.00
Reserves	\$1,495,563.99

Positions	Pay Rates	Salary	Hours Per Week	Total
Harbormaster		70000.00	40	70,000.00
Marina Manager	30.00		40	62,400.00
Full Time Maintance	29.19		40	60,715.20
Part Time Maintance	20.50		30	31,980.00
Part Time Maintenance	20.50		30	31,980.00
Totals				\$257,075

Noyo Harbor District

Payroll summary by employee report

From Jul 01, 2023 to Mar 31, 2024 for all employees from all locations

Item	Total
Hours - total	5003.81
Hours - Regular Pay	3349.75
Hours - Overtime Pay	0
Hours - Bonus	0
Hours - Vacation Pay	113
Hours - Sick Pay	23
Hours - Holiday Pay	40
Hours - Salary	1478.06
Gross pay - total	\$ 127,881.18
Gross pay - Regular Pay	\$ 74,556.02
Gross pay - Overtime Pay	\$ 0.00
Gross pay - Bonus	\$ 0.00
Gross pay - Vacation Pay	\$ 3,364.10
Gross pay - Sick Pay	\$ 730.34
Gross pay - Holiday Pay	\$ 1,053.60
Gross pay - Salary	\$ 48,177.12
Pretax deductions - total	
Adjusted gross	\$ 127,881.18
Other pay - total	\$ 0.00
Employee taxes & deductions - total	-\$ 22,726.54
Employee taxes - total	-\$ 22,726.54
Employee taxes - Federal Income Tax	-\$ 9,061.77
Employee taxes - Social Security	-\$ 7,928.62
Employee taxes - Medicare	-\$ 1,854.28
Employee taxes - CA Income Tax	-\$ 2,647.25
Employee taxes - CA State Disability Ins	-\$ 1,234.62
Employee Aftertax deductions - total	
Net pay	\$ 105,154.64
Employer taxes & contributions - total	\$ 10,379.33
Employer taxes - total	\$ 10,379.33
Employer taxes - FUTA Employer	\$ 149.11
Employer taxes - Social Security Employer	\$ 7,928.62
Employer taxes - Medicare Employer	\$ 1,854.28
Employer taxes - CA ETT	\$ 24.85
Employer taxes - CA SUI Employer	\$ 422.47
Company contributions - total	
Total payroll cost	\$ 138,260.51

District Office Reports

State Coastal Conservancy Application Submitted

The Harbormaster submitted the application to the State Coastal Conservancy for Planning Marina Redevelopment. The project would focus on stakeholder outreach, agency outreach and developing engineered drawing that the District can use for implementation. Project task and Budget are as outlined below.

- **Community Outreach**

- Engage with tribes.
- Hold at least two fishermen focused stakeholder meetings, engaging 150 active commercial or recreational fishermen and pleasure boaters.
 - Formally assess feedback as it relates to redevelopment and integrate suggestions into design phase.
- Hold at least two local stakeholder meetings, engaging 150 community members.
 - Formally assess feedback as it relates to redevelopment and integrate suggestions into design phase.

- **Noyo Harbor Redevelopment Study**

- Establish communication channels with the appropriate staff at CA Coastal Commission, US Army Corp of Engineers, CA State Lands Commissions, CA Department of Fish and Wildlife, and North Coast Regional Water Control Board.
- Develop an understanding of the required work to permit the project with each of the required agencies, including required studies for each permit and associated cost of studies and application fees. Including CEQA and NEPA.
- Gather and inventory relevant information and studies for each required permit and identify gaps in information.
- Develop timelines of construction once implementation funding is received.
- Identify risks and potential mitigation measures.
- Identify potential funding sources for implementation.
- Present Noyo Harbor Redevelopment Study at Mendocino County Board of Supervisors meeting and City of Fort Bragg Council meeting.

- **Construction Plans**

- Develop cost estimate based on designs.
- 60% design for the entire marina redevelopment project
- 100% design for at least three full docks

	Project Tasks	Conservancy Grant	Other Funding	Total
1	Project Management and Administration	\$75,000		\$75,000
2	Community Outreach	\$30,000		\$30,000
3	Noyo Harbor Redevelopment Study	\$165,000		\$165,000
4	Construction Plans	\$475,000		\$475,000
	Indirect Costs			
	TOTAL			\$745,000

Harbor District Re-branding Conservation

As part of the Economic Development grant West Center, The Idea Cooperative and the Harbormaster are working to re-develop the Noyo Harbor District webpage to give customers a better understanding of what the District has to offer, what the Harbor itself has to offer, the projects that are being undertaken, and the community that has developed around the Harbor itself. We met with a group of stakeholders and have developed some brand truths and mantras that we feel represent the District and the Harbor.

For stakeholders we have identified commercial fishermen, recreational fishermen, visitors/tourist, and the local community.

For brand truths we have developed:

A True Working Fishing Harbor – It’s not behind the scenes or gussied up – it’s real people and real fish, right there for you to see and experience.

A Seafood Lovers Paradise – You simply cannot get fish any fresher. Watch it as it comes off the boat and enjoy it in a setting that’s perfectly fitting for an incredible seafood meal.

Refreshingly Unaffected – Lots of crab traps, no tourist traps, Noyo Harbor is busy fishing. It’s a place for people who don’t want to feel like a tourist.

A Work In Progress – Noyo Harbor is working, as always, to preserve its rich fishing heritage while creating an environment support commercial fishing along with other environmentally-responsible ocean-based businesses.

For general concepts we have developed:

Noyo Harbor District oversees a traditional working fishing harbor, with a proud heritage of fishing families that goes back generations, while also representing a model for a sustainable fishery that will keep those traditions alive and thriving.

The story of Noyo Harbor is told by the multi-generational families who have fished the local waters for years, and their love for the lifestyle and the industry they depend on for their livelihoods. And yet, today, the story is also being told by a new generation of fisherman, with an eye towards, and passion for, building on those traditions in a way that adds economic vitality while preserving the traditions and legacy that makes Noyo Harbor a place so beloved by so many.

Here at The District, we're focused on making sure this working fishing harbor works for everyone for years to come.

Noyo Harbor means more than just a place to eat fresh fish. It represents an opportunity for our whole region to stay connected to our heritage and to maintain a high quality of life in a place we love.