

Jim Hurst Richard Shoemaker Dan Platt Grant Downie Domenick Weaver Anna Neumann
Chair Vice Chair Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Meeting Agenda

Thursday December 19th, 2024 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

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.

Consent Calendar

1. Minutes November 2024
2. Financial Report November 2024

Conduct of Business

1. Discussion and possible action on FEMA projects
2. Discussion and possible action on North Star Ice Payment
3. Discussion and possible action on Rate Increase
4. Discussion and possible action on potential partnership with The Nature Conservancy on funding projects

Staff Reports and Recommendations

Fish Cleaning Station

Earthquake and Tsunami

Coast Guard Engine Replacement Project

Matters from the Commissioners

Attorney Report

Adjournment to the next regular meeting

NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
30-Nov-24

Chase Checking	\$93,293.12
Chase Money Market	\$134,146.14
LAIF	\$1,359,212.97
Total of all accounts	\$1,586,652.23
Funds Reserved for State Lands Commission Grant	\$105,308.99
Unsecured funds	\$1,481,343.24

Noyo Harbor District
Profit & Loss
November 2024
Nov 24

Ordinary Income/Expense	
Income	
Electricity	743.44
Fish Markets	100.00
Ground Rent	1,231.00
Other Grant Proceeds	29,470.68
Park & Launch	313.00
Slip Rental Contract	22,037.59
Slip Rental Transient	4,056.02
Total Income	<u>57,951.73</u>
Gross Profit	57,951.73
Expense	
Advertising Expense	40.71
Communications Expense	324.53
Dues and Subscriptions Exp	32.95
Emp. Health & Dental Insurance	3,314.16
Fuel Expense	200.53
Legal and Professional Fees	362.00
Office Expense	793.76
Payroll Tax Expense	6,101.15
Power	3,923.21
Repairs & Maintenance	873.58
Salary Expense	4,492.87
Sep. Ira	759.26
Travel and Conferences	258.96
Utilities Expense	5,384.47
Wages Expense (Hourly)	10,245.24
Total Expense	<u>37,107.38</u>
Net Ordinary Income	20,844.35
Other Income/Expense	
Other Income	
EDD-CERF	68,176.15
Total Other Income	68,176.15
Other Expense	
2021-2022 SAVE Grant	-13,535.04
EDD Project	30,738.93
Total Other Expense	<u>17,203.89</u>
Net Other Income	50,972.26
Net Income	<u><u>71,816.61</u></u>

	FY Year to Date	Budget	\$ Over Budget	% of Budget
Income				
Electricity	\$7,436.62	\$15,000.00	-7,563.38	49.58
Encroachment Leases	\$0.00	\$25,000.00	-25,000.00	0.00
Fish Markets	\$10,582.00	\$2,000.00	8,582.00	529.10
Ground Rent	\$1,248.54	\$24,000.00	-22,751.46	5.20
Income / Mdco. County				
Taxes	\$16,184.87	\$131,000.00	-114,815.13	12.35
Interest Income	\$35,770.80	\$45,000.00	-9,229.20	79.49
Late Fees	\$1,642.50	\$2,000.00	-357.50	82.13
Other Grant Proceeds	\$29,545.10	\$70,000.00	-40,454.90	42.21
Park & Launch	\$20,796.82	\$35,000.00	-14,203.18	59.42
Slip Rental Contract	\$164,200.86	\$460,000.00	-295,799.14	35.70
Slip Rental Transient	\$49,217.39	\$45,000.00	4,217.39	109.37
Total Income	\$336,625.50	\$854,000.00	-\$517,374.50	39.42
Expense				
Advertising Expense	\$637.53	\$500.00	137.53	127.51
Communications Expense	\$1,902.53	\$4,500.00	-2,597.47	42.28
Deferred Maintenance	\$2,072.35	\$10,000.00	-7,927.65	20.72
Dues and Subscriptions Exp	\$15,531.61	\$18,000.00	-2,468.39	86.29
Emp. Health & Dental				
Insurance	\$16,748.38	\$30,000.00	-13,251.62	55.83
Fuel Expense	\$1,196.06	\$5,000.00	-3,803.94	23.92
Insurance Property & Liability	\$259,853.06	\$230,000.00	29,853.06	112.98
Legal and Professional Fees	\$9,332.00	\$48,500.00	-39,168.00	19.24
Office Expense	\$5,579.93	\$11,800.00	-6,220.07	47.29
Operating Supplies	\$2,196.34	\$6,000.00	-3,803.66	36.61
Payroll Tax Expense	\$6,637.88	\$20,560.00	-13,922.12	32.29
Power	\$22,099.74	\$57,000.00	-34,900.26	38.77
Refund	\$0.00	\$1,000.00	-1,000.00	0.00
Repairs & Maintenance	\$20,322.86	\$40,000.00	-19,677.14	50.81
Salary Expense	\$18,145.19	\$70,000.00	-51,854.81	25.92
Sep. Ira	\$3,761.79	\$16,000.00	-12,238.21	23.51
Taxes & Assessments	\$7,514.40	\$7,000.00	514.40	107.35
Travel and Conferences	\$258.96	\$2,000.00	-1,741.04	12.95
Utilities Expense	\$25,001.81	\$65,000.00	-39,998.19	38.46
Wages Expense (Hourly)	\$68,624.36	\$187,000.00	-118,375.64	36.70
Total Expense	\$487,416.78	\$829,860.00	-342,443.22	58.73
Net Income	-\$150,791.28	\$24,140.00		

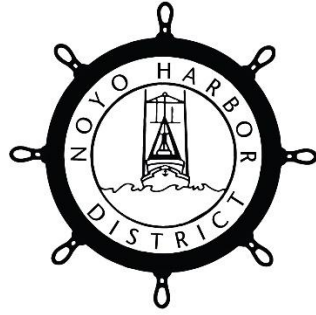
Noyo Harbor District

Payroll summary by employee report

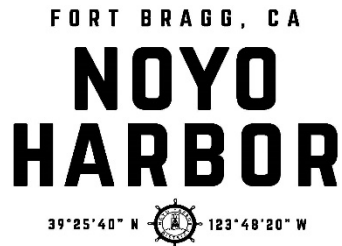
From Nov 01, 2024 to Nov 30, 2024 for all employees from all locations

Item	Total	Koski Bruce	Koski Jay	Neumann Anna T	Savedra Nicholas P	Scofield Robert
Hours - total	699.34	74	184	173.34	165.5	102.5
Hours - Regular Pay	508.5	74	167.5		165.5	101.5
Hours - Overtime Pay	1					1
Hours - Vacation Pay	16.5		16.5	0		
Hours - Sick Pay	0		0	0		
Hours - Holiday Pay	0		0			
Hours - Salary	173.34			173.34		
Gross pay - total	\$ 19,358.34	\$ 1,443.00	\$ 5,291.84	\$ 5,650.00	\$ 4,965.00	\$ 2,008.50
Gross pay - Regular Pay	\$ 13,204.55	\$ 1,443.00	\$ 4,817.30		\$ 4,965.00	\$ 1,979.25
Gross pay - Overtime Pay	\$ 29.25					\$ 29.25
Gross pay - Vacation Pay	\$ 474.54		\$ 474.54	\$ 0.00		
Gross pay - Sick Pay	\$ 0.00		\$ 0.00	\$ 0.00		
Gross pay - Holiday Pay	\$ 0.00		\$ 0.00			
Gross pay - Salary	\$ 5,650.00			\$ 5,650.00		
Pretax deductions - total						
Adjusted gross	\$ 19,358.34	\$ 1,443.00	\$ 5,291.84	\$ 5,650.00	\$ 4,965.00	\$ 2,008.50
Other pay - total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employee taxes & deductions - total	-\$ 3,763.56	-\$ 148.89	-\$ 1,305.98	-\$ 1,157.13	-\$ 871.82	-\$ 279.74
Employee taxes - total	-\$ 3,763.56	-\$ 148.89	-\$ 1,305.98	-\$ 1,157.13	-\$ 871.82	-\$ 279.74
Employee taxes - Federal Income Tax	-\$ 1,570.66	-\$ 22.63	-\$ 641.96	-\$ 563.08	-\$ 263.80	-\$ 79.19

Employee taxes - Social Security	-\$ 1,200.23	-\$ 89.47	-\$ 328.10	-\$ 350.30	-\$ 307.83	-\$ 124.53
Employee taxes - Medicare	-\$ 280.69	-\$ 20.92	-\$ 76.73	-\$ 81.93	-\$ 71.99	-\$ 29.12
Employee taxes - CA Income Tax	-\$ 499.03	\$ 0.00	-\$ 200.98	-\$ 99.66	-\$ 173.58	-\$ 24.81
Employee taxes - CA State Disability Ins	-\$ 212.95	-\$ 15.87	-\$ 58.21	-\$ 62.16	-\$ 54.62	-\$ 22.09
Employee Aftertax deductions - total						
Net pay	\$ 15,594.78	\$ 1,294.11	\$ 3,985.86	\$ 4,492.87	\$ 4,093.18	\$ 1,728.76
Employer taxes & contributions - total	\$ 1,480.92	\$ 110.39	\$ 404.83	\$ 432.23	\$ 379.82	\$ 153.65
Employer taxes - total	\$ 1,480.92	\$ 110.39	\$ 404.83	\$ 432.23	\$ 379.82	\$ 153.65
Employer taxes - FUTA Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employer taxes - Social Security Employer	\$ 1,200.23	\$ 89.47	\$ 328.10	\$ 350.30	\$ 307.83	\$ 124.53
Employer taxes - Medicare Employer	\$ 280.69	\$ 20.92	\$ 76.73	\$ 81.93	\$ 71.99	\$ 29.12
Employer taxes - CA ETT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employer taxes - CA SUI Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Company contributions - total						
Total payroll cost	\$ 20,839.26	\$ 1,553.39	\$ 5,696.67	\$ 6,082.23	\$ 5,344.82	\$ 2,162.15



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Jim Hurst Dominic Weaver Richard Shoemaker Dan Platt Grant Downie Anna Neumann
Chair Commissioner Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Meeting Agenda

Thursday November 21th, 2024 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

Call to Order at 6:00pm by Chair Hurst

Roll Call

Present: Commissioner Weaver, Commissioner Shoemaker, Commissioner Platt, Commissioner Downie, Chair Hurst

Staff Present: Anna Neumann, Nick Savedra, Jim Jackson

Chair Hurst welcomed Commissioner Weaver to the board and gave an update on his re-appointment to the Chair position. The City of Fort Bragg has approved his appointment and the appointment will be on the calendar for approval for the Mendocino County Board of Supervisor at the next regular meeting.

Pledge of Allegiance

Public Comment on Non-Agenda Items

None

Consent Calendar

1. Minutes October 2024
2. Financial Report October 2024
3. Amended Financial Report September 2024

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

Approved 5-0-0

Conduct of Business

1. Discussion and possible action on State Coastal Conservancy Grant including Resolution 2024-5

Harbormaster presented the grant contract for the State Coastal Conservancy Grant and gave a brief update on the work plan and budget from the last meeting.

Motion to approve the grant agreement. 1st Commissioner Platt, 2nd Commissioner Downie. Approved 5-0-0.

2. Discussion and possible action on amended budget for FY 2024-2025

Harbormaster explained the edits marked in red on the budget to commissioners. A brief conversation on reflecting the potential new harbormaster salary effects on the budget was held.

Motion to approve the budget as amended. 1st Commissioner Downie, 2nd Commissioner Platt. Approved 5-0-0

3. Discussion and possible action on Vice Chair position

Chair Hurst provided a brief update on the appoint of Vice Chair position. Commissioner Platt and Commissioner Downie remarked that it would be good to have a commissioner with experience on the board take the Vice Chair position.

Commissioner Platt nominated Commissioner Shoemaker for the Vice Chair position. 2nd Commissioner Weaver 2nd the appointment. Approved 5-0-0.

Staff Reports and Recommendations

Fish Cleaning Station

Commissioner Platt asked about the electrical and plumbing for the fish cleaning station. Nick Savedra explained the plan for water and power in the structure. Commissioner Downie asked about signage planned for the fish cleaning station. An overall conversation about signage was held. There are funds in the EDP grant to update dock signs.

Theresa Marie & Vessel Demo Grants

A general conversation about vessel demo was held and the Harbormaster is close to completing the BoatUS Foundation grant to dismantle 11 vessels.

Matters from the Commissioners

Commissioner Downie gave an update on the Sea to Table dinner the Harbor District hosted as part of the Noyo Harbor Revitalization Program. He felt the dinner was a success and said he would do another one. Commissioner Downie also brought up how bad the road is past the H Dock bathrooms to the back launch ramp. Commissioner Shoemaker suggested the Harbormaster reach out to Mendocino Council of Government for potential funds to fix the issue.

Commissioner Platt asked about the Sea to Table proceeds. The Harbormaster had not intended the dinner to be a fundraiser but more of a relationship building opportunity. Noyo Harbor Inn did state that they would donate proceeds to the District but that amount has yet to be determined.

Chair Hurst informed the commission that a sea urchin ranching business had approached him about establishing an aquaculture system on a section of his currently leased land.

Attorney Report:

Jim Jackson gave an update on the North Star Ice contract and suggested that the commissioners drop the matter. The commission agreed.

A break was taken from 7:08-7:13pm

CONDUCT OF BUSINESS (Closed Session) began at 7:13pm

1. Employee Review of Harbormaster

Government Code Section 54957

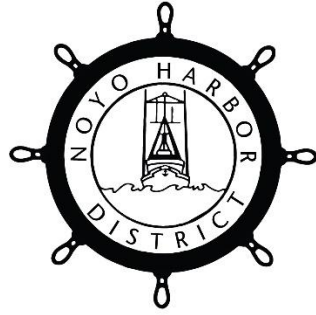
Closed session ended at 7:27pm

Report out: Recommendation of approval of Harbormaster contract for 3 years with new annual salary. **Motion to approve recommendation: 1st Commissioner Shoemaker, 2nd Commissioner Downie. Approved: 5-0-0**

Motion to approve a one time retro-active COLA payment to the Harbormaster of \$1450. 1st Commissioner Shoemaker, 2nd Commissioner Platt. Approved: 5-0-0

Motion to adjourn. 1st Commissioner Downie, 2nd Commissioner Weaver. Approved: 5-0-0

Adjournment to the next regular meeting of December 19th, 2024.



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Noyo Harbor District Agenda Item Summary

Meeting Date:	12/10/2024
Item Number:	1
Title:	FEMA
Recommended Action:	Recommendations

Analysis

At the last meeting the Harbormaster reported issues that FEMA had deemed the District's projects from the winter 2022-2023 storm ineligible for funding. We received an email from the program manager that the ineligibility status would be removed, however it was not and now we are required to appeal the decision. There are two appeal opportunities. The first would be to our current project manager, who was the one that made the ineligible determination and the second is with another team. We do not know who the second team is comprised of, or where they are located. Each appeal can be up to 180 days, however that could be extended. If we were to go through the appeal process, that does not necessarily lead to obligation of funds within a reasonable amount of time.

Thus far the District has been working with SHN to move through the FEMA application process and this determination should not be considered a reflection of the extensive amount of time and effort spent to move these projects forward. While the Harbor office and SHN understand the workloads of FEMA staff, we have struggled to create a collaborative work environment with positive outcomes. The overall concern is that FEMA will keep us in this application period without any intent to actually fund the projects.

In the undertaking of this application process, the Harbormaster estimated it could cost roughly \$60,000 to get to the obligation phase. This item has been brought back for further consultation with the commission as we have reached that expense level yet the projects have not progressed and will take considerable more funds and time to progress.

If the District is interested in continuing to pursue funding, the Harbormaster would suggest that two of the four projects be appealed. The repair of the G dock pile and the repair of the sediment containment cell on N. Harbor beach. These two projects are not only the most critical to our continued operation, but there is clear evidence that damages occurred during the storm period. The repair of the undertow of the parking lot in N. Harbor and dredging of the marina would be the two projects that would fall out. While we did see a significant amount of sediment into the marina during the storm, these numbers are difficult to quantify without bathymetric surveys. The undertow of the parking lot in N.

Harbor was also clearly created in the storm, however this repair is not critical to the operations of the District moving forward. The Harbormaster would also request that the District commissioner begin the outreach process to local, state and federal elected officials to inform them of our struggles with FEMA. The Harbormaster would also request that this effort be brought to other harbors, counties and local agencies impacted by the winter 2022-2023 storms who have also not received funding.

Fiscal Impact

The District has spent \$57,000 thus far on the project eligibility review.

Attachments



Noyo Harbor District Agenda Item Summary

Meeting Date: 12/19/2024
Item Number: 2
Title: North Star Ice
Recommended Action: Approval

Analysis

SHN and the Harbor Office have been working with North Star to get the final pieces of the icehouse project together before the District can go out to bid on the construction aspect of the project. North Star sent the following update on the progress that they have made on the system and they are on track to deliver the system at the end of December/beginning of January.

1. Ice storage container (Container Rake) is fully fabricated. The ice rake, bin frames, bin door, and discharge conveyors are fully installed. We will be installing the last two items (discharge screw motor and bin door actuator) in the next week, then all internal electrical wiring is planned for December 11th.
2. Ice production container (Ice Maker, Refrigeration)
 - a. Container modifications have been completed.
 - b. Ice machine is fully manufactured, ready for install.
 - c. Hoist is fully manufactured, ready for install.
 - d. Container will be delivered to our refrigeration partner (Wyatt Refrigeration) next week. Major refrigeration equipment (compressor, condenser, pressure vessels) are scheduled for delivery week of 12/2. Refrigeration Equipment Install is to take place in December.
3. Delivery System Container
 - a. Container modification is in progress. Conveying equipment is to be installed over the next three weeks (airlock, blower, chiller, condensing unit).
 - b. Control panel to be completed/tested week of 12/9.
 - c. Electrical wiring to take place week of 12/16.

As per the Sale Order, North Star is requesting final payment be made. A copy of the current EDP budget is below. After the final payment of \$680,498, the District will have a balance of \$484,762.00 in large equipment purchase. We will likely request a budget modification to move the remaining to contractual services. This will act as our buffer for the construction of the concrete pad, and trenching water and power to the site.

Fiscal Impact

Cost Categories	Approved Budget	Cumulative AP Expenditures as of 11/30/2024	Available Balance
Staff Salaries		0.00	0.00
Staff Benefits		0.00	0.00
Staff Travel	5,000.00	842.02	4,157.98
Operating Expenses	10,800.00	333.13	10,466.87
Research		0.00	0.00
Data, Planning, Communication Tools		0.00	0.00
Direct Program Costs		0.00	0.00
Participant Services: Training Costs and Supportive Services		0.00	0.00
Furniture & Equipment		0.00	0.00
Small Equipment Purchase		0.00	0.00
Large Equipment Purchase	1,855,000.00	689,740.00	1,165,260.00
Equipment Lease		0.00	0.00
Contractual Services	1,210,439.00	186,715.12	1,023,723.88
Indirect Costs	81,528.00	35,903.60	45,624.40
Other Program Cost	41,105.00	4,393.00	36,712.00
Total Expenditures	3,203,872.00	1,598,424.87	1,605,447.13

Attachments

North Star Balance Due
Sales Order Acknowledgement

PO Box 80227
8151 Occidental Avenue South
Seattle, WA 98108-0227
USA



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

Invoice: 4042Balance

Balance Due Invoice

Sold To: Noyo Harbor District
19101 S Harbor Dr
Fort Bragg, CA 95437
USA

Project Name: Noyo Harbor Ice House

Phone : 707-964-4719
Email: harbormaster@noyoharbordistrict.org

Invoice Date: 11/21/2024 **Sales Person:** Logan Shepardson **Purchase Order:** Anna Neumann
Sales Order: 4042

Payment Terms: Due December 15th, 2024 (Two weeks prior to completion)

Quantity	Part #/Description	Price
1	Balance Due SO 4042	\$680,498.00

Order Total: \$1,370,238.00

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

Balance Due Invoice Total \$ USD \$680,498.00

Banking Information:	Key Bank of Washington 600 University St., Suite 2323 Seattle, WA 98101 USA	ABA # 125000574 SWIFT CODE # KEYBUS33 North Star Ice Equip Acct # 586-0293-0
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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

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- 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.



Noyo Harbor District
Agenda Item Summary

Meeting Date: 12/10/2024
 Item Number: 3
 Title: Rate Increase
 Recommended Action: Recommendations

Analysis

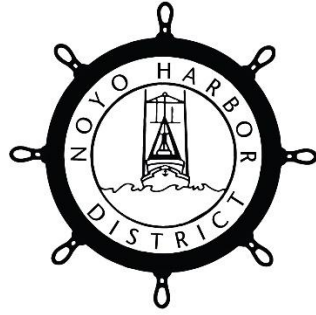
The Harbor office is proposing a rate increase of 4% to cover the increased cost of supplies to keep the Harbor District in good working order. A 3.5% COLA was established for Mendocino County and was based on the average of the Urban Consumer Price Index. Steadily increasing rates annually prevents the Harbor District from having to enact a significant rate increase when expenses outpace revenues.

In 2023 the Harbor District opted to not apply the 10% rate increase to commercial vessels. This option is available again in for the 2025 year. A rate increase for the majority of the large slip

Fiscal Impact

	2023/2024 actual revenues	Projected with increase	Difference
Long Term Slip Rentals	\$421,204.35	\$429,628.44	\$8,424.09
Short Term Slip Rentals	\$46,569.57	\$47,500.96	\$465.70

Attachments



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Noyo Harbor District Agenda Item Summary

Meeting Date: 12/19/2024
Item Number: 4
Title: TNC Partnership
Recommended Action: Recommendations

Analysis

The Nature Conservancy was recently awarded \$18,000,000 to fund their Pacific Coast Ocean Restoration (PCOR) project by NOAA. This project funds 3 restoration style projects for kelp, sunflower stars and abalone while also funding a workforce development component via the Mendocino Coast College. The Mendocino Coast College has been tasked with developing a certificate program that can prepare students to enter the blue economy and/or restoration workforce. The Harbormaster has agreed to act as an advisor with the Mendocino Coast College to ensure that the curriculum develop meets the emerging needs of the blue economy and/or restoration community. This project was originally written to take place over 5 years, however NOAA needed to cut the project down to 3 years.

Commissioners Downie and Harbormaster Neumann went to the PCOR kick-off meeting this last week (12/13/2024-12/14/2024) in Long Beach and had an opportunity to meet with the TNC project managers and NOAA staff. Through various conversations, NOAA staff indicated a strong desire to see the Harbor District, Mendocino Coast College and TNC partner on an additional project and apply for the next round of funding. While these conversations are in their infancy, the general idea is that TNC would apply for funds to purchase property, transition that property into a Blue Economy Business Incubator then act as the landlord for fledgling businesses or supply space for established businesses/institutions. This would allow students who have graduated from the Mendocino Coast College's program to get jobs in the local blue economy sphere. It was very interesting to hear each project lead claim that space was their largest limiting factor to expanding their projects. If the Noyo Harbor District could supply that space, it could remove a significant bottleneck while also supplying jobs for local folks.

This project is outside of the current projects listed in the Harbor District's CSP, however the tenants of the projects fall inline with the District's mission to keeping our waterfront working.

Fiscal Impact

NOAA grants are 100% funded.

Attachments



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Staff Reports

Fish Cleaning Station

Akeff Construction has finished the Fish Cleaning Station. The marina manager and maintenance will work on building a table for station as the recreational fishing season near.

Earthquake and Tsunami Warning (12/5/2024)

At 10:45am on 12/5/2024 the Mendocino Coast experienced a 7.0 earthquake. Right after the Earthquake the Tsunami alarms went off. While the size of the wave was still unknown, the Harbor staff helped vessel owners secure their vessels, guided traffic and helped evacuate N. Harbor. Many vessels left the marina and were accompanied by the US Coast Guard at sea. Overall the District only saw a slight increase in water and no damage was sustained.

Coast Guard Engine Replacement Project

The marina manger successfully helped the Coast Guard pick and replace the engines from their vessels. Completing this project for the Coast Guard will hopefully set a new precedent that the Harbor District can also act as a support system.