

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 April 10th 2025 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 March Regular Meeting 2025
2. Minutes March Special Meeting 2025
3. Financial Report March 2025

Conduct of Business

1. Presentation, discussion and possible action on West Center's EDD Work
2. Discussion and possible action final payment to North Star Ice
3. Discussion and possible action on Vessel Demo Employment Contract
4. Discussion and possible action ground rent lease agreements
5. Discussion and possible action on P.G. & E Easement for icehouse powerlines

Staff Reports and Recommendations

Every Boat is A Business – Scavenger Hunt

MCOG Charrette- April 14-15th

Presentation to Board of Supervisor April 22nd

Swanson quote for road maintenance

Matters from the Commissioners

Attorney Report

Adjournment to the next regular meeting

NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
31-Jan-25

Chase Checking	\$67,721.21
Chase Money Market	\$84,155.33
LAIF	\$1,373,953.09
Total of all accounts	\$1,525,829.63

**Noyo Harbor District
Profit & Loss**

March 2025
Mar 25

Ordinary Income/Expense	
Income	
Electricity	1,415.57
Late Fees	150.00
Slip Rental Contract	47,854.70
Slip Rental Transient	8,664.47
Total Income	<u>58,084.74</u>
Gross Profit	58,084.74
Expense	
Advertising Expense	30.17
Communications Expense	269.03
CSP General	370.00
Dues and Subscriptions Exp	473.00
Emp. Health & Dental Insurance	3,330.66
Equipment Purchase	6,088.74
Fuel Expense	267.28
Office Expense	1,845.08
Payroll Tax IRS	4,154.17
Payroll Tax State	669.07
Power	5,047.95
Repairs & Maintenance	817.34
Sep. Ira	1,733.72
Utilities Expense	1,354.56
Wages Expense (Hourly)	14,676.04
Total Expense	<u>41,126.81</u>
Net Ordinary Income	16,957.93
Other Income/Expense	
Other Expense	
EDD Project	134,917.28
FEMA 4683	3,393.75
Oil Spill Response 2022-23	2,956.52
SCC Marina Redevelopment	5,397.50
Total Other Expense	<u>146,665.05</u>
Net Other Income	-146,665.05
Net Income	<u><u>-129,707.12</u></u>

Noyo Harbor District Profit & Loss Detail

March 2025

	Date	Name	Amount
Electricity			
	03/05/2025	Electricity	352.00
	03/05/2025	Electricity	250.00
	03/10/2025	Electricity	168.57
	03/10/2025	Electricity	600.00
	03/12/2025	Electricity	45.00
Total Electricity			1,415.57
Late Fees			
	03/05/2025	Slip Rental Contract	150.00
Total Late Fees			150.00
Slip Rental Contract			
	03/05/2025	Slip Rental Contract	6,460.61
	03/05/2025	Slip Rental Contract	5,297.51
	03/10/2025	Slip Rental Contract	1,940.43
	03/10/2025	Slip Rental Contract	3,982.03
	03/10/2025	Slip Rental Contract	5,754.00
	03/12/2025	Slip Rental Contract	658.60
	03/12/2025	Slip Rental Contract	1,743.70
	03/26/2025	Slip Rental Contract	202.65
	03/26/2025	Slip Rental Contract	1,244.85
	03/31/2025	Slip Rental Contract	20,570.32
Total Slip Rental Contract			47,854.70
Slip Rental Transient			
	03/05/2025	Slip Rental Transient	6,762.71
	03/10/2025	Slip Rental Transient	421.33
	03/12/2025	Slip Rental Contract	132.00
	03/12/2025	Slip Rental Contract	250.00
	03/26/2025	Slip Rental Transient	202.13
	03/26/2025	Slip Rental Transient	43.42
	03/31/2025	Slip Rental Contract	852.88
Total Slip Rental Transient			8,664.47
			58,084.74
			58,084.74
Advertising Expense			
	03/03/2025	Facebook Marketing	30.17
Total Advertising Expense			30.17
Communications Expense			
	03/05/2025	Zoom	15.99
	03/05/2025	Comcast	253.04
Total Communications Expense			269.03
Dues and Subscriptions Exp			
	03/05/2025	Backblaze	18.00

Noyo Harbor District Profit & Loss Detail

March 2025

	Date	Name	Amount
	03/05/2025	Yahoo Mail	5.00
	03/17/2025	C.A.H.M. & P.C.	450.00
Total Dues and Subscriptions Exp			<u>473.00</u>
Emp. Health & Dental Insurance			
	03/05/2025	Blue Shield of California	3,330.66
Total Emp. Health & Dental Insurance			<u>3,330.66</u>
Fuel Expense			
	03/03/2025	Red Rhino	82.36
	03/05/2025	Red Rhino	69.06
	03/05/2025	Red Rhino	62.47
	03/05/2025	Red Rhino	53.39
Total Fuel Expense			<u>267.28</u>
Legal and Professional Fees			
	03/03/2025	SHN Engineers & Geologists	200.00
	03/03/2025	SHN Engineers & Geologists	170.00
Total Legal and Professional Fees			<u>370.00</u>
Office Expense			
	03/03/2025	Microsoft	129.99
	03/05/2025	Online Labels	180.94
	03/05/2025	Amazon	79.79
	03/05/2025	Amazon	129.28
	03/05/2025	Amazon	53.17
	03/05/2025	Amazon	165.77
	03/05/2025	Amazon	77.72
	03/05/2025	Quickbooks	80.00
	03/05/2025	Amazon	796.09
	03/05/2025	Amazon	134.83
	03/05/2025	Mountain Fresh	17.50
Total Office Expense			<u>1,845.08</u>
Payroll Tax IRS			
	03/05/2025	Quickbooks	2,078.99
	03/05/2025	Quickbooks	10.65
	03/05/2025	Quickbooks	2,053.58
	03/05/2025	Quickbooks	10.95
Total Payroll Tax IRS			<u>4,154.17</u>
Payroll Tax State			
	03/05/2025	Quickbooks	305.21
	03/05/2025	Quickbooks	31.94
	03/05/2025	Quickbooks	299.06
	03/05/2025	Quickbooks	32.86
Total Payroll Tax State			<u>669.07</u>
Power			
	03/03/2025	P.G.& E.	117.22
	03/17/2025	P.G.& E.	4,827.99
	03/17/2025	P.G.& E.	102.74

Noyo Harbor District Profit & Loss Detail

March 2025

	Date	Name	Amount
Total Power			5,047.95
Repairs & Maintenance			
	03/03/2025	WAXIE SANITARY SUPPLY	588.60
	03/03/2025	Hare Creek Nursery & Power EQ	57.21
	03/05/2025	Tractor Supply	1,088.74
	03/05/2025	Grainger	43.32
	03/05/2025	Fort Bragg Electric	16.08
	03/17/2025	Justin Sanders	5,000.00
	03/17/2025	O'Reilly Auto Parts	112.13
Total Repairs & Maintenance			6,906.08
Sep. Ira			
	03/03/2025	Franklin Templeton	789.62
	03/05/2025	Edward Jones	944.10
Total Sep. Ira			1,733.72
Utilities Expense			
	03/03/2025	S.W.R.C.B.	0.00
	03/05/2025	City of Fort Bragg	203.12
	03/05/2025	City of Fort Bragg	49.27
	03/05/2025	City of Fort Bragg	49.27
	03/05/2025	City of Fort Bragg	39.08
	03/05/2025	City of Fort Bragg	974.74
	03/05/2025	City of Fort Bragg	39.08
Total Utilities Expense			1,354.56
Wages Expense (Hourly)			
	03/03/2025	Payroll	736.97
	03/03/2025	Payroll	1,847.72
	03/03/2025	Payroll	2,464.04
	03/03/2025	Payroll	1,512.76
	03/03/2025	Payroll	809.01
	03/17/2025	Payroll	696.94
	03/17/2025	Payroll	1,847.72
	03/17/2025	Payroll	2,464.02
	03/17/2025	Payroll	1,407.80
	03/17/2025	Payroll	889.06
Total Wages Expense (Hourly)			14,676.04
			41,126.81
			16,957.93
	03/03/2025	West Business Development Center	17,747.08
	03/03/2025	West Business Development Center	1,842.54
	03/03/2025	SHN Engineers & Geologists	30,963.13
	03/03/2025	West Business Development Center	32,262.13
	03/03/2025	P.G.& E.	31,734.36

Noyo Harbor District Profit & Loss Detail

March 2025

<u>Date</u>	<u>Name</u>	<u>Amount</u>
03/05/2025	Verizon Wireless	35.49
03/17/2025	West Business Development Center	17,620.50
03/17/2025	County of Mendocino	2,712.05
		<u>134,917.28</u>
03/03/2025	SHN Engineers & Geologists	3,393.75
		<u>3,393.75</u>
03/04/2025	Uline	2,956.52
		<u>2,956.52</u>
03/03/2025	SHN Engineers & Geologists	5,397.50
		<u>5,397.50</u>
		<u>146,665.05</u>
		<u>-146,665.05</u>
		<u><u>-129,707.12</u></u>

	FY Year to Date	Budget	\$ Over Budget	% of Budget
Income				
Electricity	\$13,625.71	\$15,000.00	-1,374.29	90.84
Encroachment Leases	\$24,157.03	\$25,000.00	-842.97	96.63
Fish Markets	\$13,413.12	\$2,000.00	11,413.12	670.66
Ground Rent	\$17,011.67	\$24,000.00	-6,988.33	70.88
Income / Mdco. County				
Taxes	\$93,460.86	\$131,000.00	-37,539.14	71.34
Interest Income	\$50,510.92	\$45,000.00	5,510.92	112.25
Late Fees	\$2,280.61	\$2,000.00	280.61	114.03
Other Grant Proceeds	\$68,738.24	\$110,000.00	-41,261.76	62.49
Park & Launch	\$23,993.71	\$35,000.00	-11,006.29	68.55
Slip Rental Contract	\$331,048.86	\$445,000.00	-113,951.14	74.39
Slip Rental Transient	\$65,871.48	\$45,000.00	20,871.48	146.38
Total Income	\$704,112.21	\$879,000.00	-\$174,887.79	80.10
Expense				
Advertising Expense	\$687.52	\$500.00	187.52	137.50
Communications Expense	\$3,281.56	\$4,500.00	-1,218.44	72.92
Deferred Maintenance	\$2,194.40	\$10,000.00	-7,805.60	21.94
Dues and Subscriptions Exp	\$16,083.56	\$18,000.00	-1,916.44	89.35
Emp. Health & Dental				
Insurance	\$30,054.52	\$30,000.00	54.52	100.18
Fuel Expense	\$2,101.45	\$5,000.00	-2,898.55	42.03
Harbor Festival	\$2,727.65			
Insurance Property & Liability	\$261,583.82	\$265,000.00	-3,416.18	98.71
Legal and Professional Fees	\$18,081.50	\$48,500.00	-30,418.50	37.28
Office Expense	\$6,713.29	\$11,800.00	-5,086.71	56.89
Operating Supplies	\$358.25	\$6,000.00	-5,641.75	5.97
Payroll Tax Expense	\$13,425.55	\$20,560.00	-7,134.45	65.30
Power	\$41,177.05	\$57,000.00	-15,822.95	72.24
Refund	\$0.00	\$1,000.00	-1,000.00	0.00
Repairs & Maintenance	\$35,807.30	\$40,000.00	-4,192.70	89.52
Salary Expense	\$43,214.82	\$70,000.00	-26,785.18	61.74
Sep. Ira	\$12,448.18	\$16,000.00	-3,551.82	77.80
Taxes & Assessments	\$7,514.40	\$7,000.00	514.40	107.35
Travel and Conferences	\$838.13	\$2,000.00	-1,161.87	41.91
Utilities Expense	\$41,607.03	\$65,000.00	-23,392.97	64.01
Wages Expense (Hourly)	\$122,804.89	\$187,000.00	-64,195.11	65.67
Total Expense	\$662,704.87	\$864,860.00	-204,882.78	76.63
Net Income	\$41,407.34	\$14,140.00		292.84

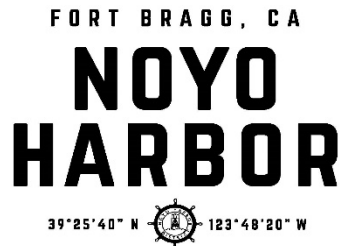
Noyo Harbor District

Payroll summary by employee report

From Mar 01, 2025 to Mar 31, 2025 for all employees from all locations

Item	Total	Koski Bruce	Koski Jay	Neumann Anna T	Savedra Nicholas P	Scofield Robert
Hours - total	617.84	80.5	160	173.34	107	97
Hours - Regular Pay	391.5	78.5	140		98	75
Hours - Overtime Pay	1				1	
Hours - Vacation Pay	8		8			
Hours - Sick Pay	30	2	4	2	0	22
Hours - Holiday Pay	16		8		8	
Hours - Salary	171.34			171.34		
Gross pay - total	\$ 18,033.30	\$ 1,632.54	\$ 4,785.60	\$ 6,294.00	\$ 3,354.00	\$ 1,967.16
Gross pay - Regular Pay	\$ 10,357.98	\$ 1,591.98	\$ 4,187.40		\$ 3,057.60	\$ 1,521.00
Gross pay - Overtime Pay	\$ 46.80				\$ 46.80	
Gross pay - Vacation Pay	\$ 239.28		\$ 239.28			
Gross pay - Sick Pay	\$ 678.98	\$ 40.56	\$ 119.64	\$ 72.62	\$ 0.00	\$ 446.16
Gross pay - Holiday Pay	\$ 488.88		\$ 239.28		\$ 249.60	
Gross pay - Salary	\$ 6,221.38			\$ 6,221.38		
Pretax deductions - total						
Adjusted gross	\$ 18,033.30	\$ 1,632.54	\$ 4,785.60	\$ 6,294.00	\$ 3,354.00	\$ 1,967.16
Other pay - total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employee taxes & deductions - total	-\$ 3,357.26	-\$ 198.63	-\$ 1,090.16	-\$ 1,365.94	-\$ 433.44	-\$ 269.09
Employee taxes - total	-\$ 3,357.26	-\$ 198.63	-\$ 1,090.16	-\$ 1,365.94	-\$ 433.44	-\$ 269.09
Employee taxes - Federal Income Tax	-\$ 1,373.41	-\$ 38.25	-\$ 511.66	-\$ 685.84	-\$ 65.94	-\$ 71.72

Employee taxes - Social Security	-\$ 1,118.08	-\$ 101.22	-\$ 296.71	-\$ 390.23	-\$ 207.95	-\$ 121.97
Employee taxes - Medicare	-\$ 261.50	-\$ 23.67	-\$ 69.39	-\$ 91.27	-\$ 48.64	-\$ 28.53
Employee taxes - CA Income Tax	-\$ 387.89	-\$ 15.90	-\$ 154.98	-\$ 123.08	-\$ 70.66	-\$ 23.27
Employee taxes - CA State Disability Ins	-\$ 216.38	-\$ 19.59	-\$ 57.42	-\$ 75.52	-\$ 40.25	-\$ 23.60
Employee Aftertax deductions - total						
Net pay	\$ 14,676.04	\$ 1,433.91	\$ 3,695.44	\$ 4,928.06	\$ 2,920.56	\$ 1,698.07
Employer taxes & contributions - total	\$ 1,400.07	\$ 154.05	\$ 352.10	\$ 467.50	\$ 242.59	\$ 183.83
Employer taxes - total	\$ 1,400.07	\$ 154.05	\$ 352.10	\$ 467.50	\$ 242.59	\$ 183.83
Employer taxes - FUTA Employer	\$ 21.60	\$ 9.79	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11.81
Employer taxes - Social Security Employer	\$ 1,118.08	\$ 101.22	\$ 296.71	\$ 390.23	\$ 207.95	\$ 121.97
Employer taxes - Medicare Employer	\$ 261.50	\$ 23.67	\$ 69.39	\$ 91.27	\$ 48.64	\$ 28.53
Employer taxes - CA ETT	\$ 3.60	\$ 1.63	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1.97
Employer taxes - CA SUI Employer	-\$ 4.71	\$ 17.74	-\$ 14.00	-\$ 14.00	-\$ 14.00	\$ 19.55
Company contributions - total						
Total payroll cost	\$ 19,433.37	\$ 1,786.59	\$ 5,137.70	\$ 6,761.50	\$ 3,596.59	\$ 2,150.99



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 March 13th 2025 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

Call to Order at 6:00pm

Roll Call

Present: Commissioner Platt, Commissioner Weaver, Chair Hurst

Staff Present: Anna Neumann, Nick Savedra, Jim Jackson

Pledge of Allegiance

Public Comment on Non-Agenda Items

None

Consent Calendar

1. Minutes February Regular Meeting 2025
2. Minutes February Special Meeting 2025
3. Financial Report February 2025

Motion for approval: 1st Commissioner Weaver, 2nd Commissioner Platt. Approved: 3-0-2

Vice Chair Shoemaker arrives 6:05pm

Commissioner Downie arrives at 6:10pm

Conduct of Business

1. Discussion and possible action West Centers Request for Proposals

The Harbormaster lead a discussion on West Centers request for proposals for a fish processing facility feasibility study. Many questions were asked about the which fishermen would use the facility, liability, how the facility would operate and who would hold the permits for the facility. These questions are the types of questions that would answered via the feasibility study. Since West Center is currently underbudget on their project, this feasibility study could help answer questions of a project identified in the Fleet Outreach Report. Commissioner Downie requested a Chandlery Feasibility be included.

Motion of approval for of RFP: 1st Commissioner Weaver, 2nd Commissioner Platt. Approved 5-0-0

2. Discussion and possible action on Icehouse Construction Project Contract
Commissioners requested seeing full notice inviting bids before its release. A special meeting was scheduled Wednesday March 26th at 6pm at the Salmon Trollers Hall to review the NIB.
Motion to approve Special Meeting for Wednesday March 26th to review notice inviting bids. 1st Vice Chair Shoemaker, 2nd Commissioner Downie. Approved: 5-0-0

3. Discussion and possible action on purchase of large vessel trailer
The harbormaster introduced the topic of the large vessel trailer purchase. Commissioners agreed that the trailer would be a beneficial purchase for the Harbor District given their continued plans to remove and dismantle vessels. It was also generally agreed that it would be much more expensive to purchase a similar trailer and the Sanders Metal Works trailer was reasonably priced.
Motion to approve the purchase of the trailer. 1st Vice Chair Shoemaker, 2nd Commissioner Platt. Approved: 5-0-0

4. Discussion and possible action Vessel Demo Job
The topic of the Vessel Demo Job was brought back to the commission and a short conversation on the progress of the developing the position was held. Jim Jackson was tasked with working with the Harbormaster to develop a employment contract. Direction was given to bring the contract back to the commission.
Motion to approval the position of Vessel Demolition specialist. 1st Vice Chair Shoemaker, 2nd Commissioner Downie. Approved: 5-0-0

Vice Chair Shoemaker left the meeting at 7:00pm.

5. Discussion and possible action for Mendocino County CDBG Grant funds
The Harbormaster gave an update on the CDBG funds and the potential projects that the Harbor District could submit. Commissioner Downie asked about funding for fixing the road at the end of H dock bathrooms. He also requested an audit on Harbor expenses for the patches that are used on the road.
Motion to approve CDBG funds and partner with the County on further applications. 1st Commissioner Downie, 2nd Commissioner Weaver. Approved: 4-0-1

6. Discussion on Prop 4 funds
A general discussion was held on Prop 4 funds. Potentially a road repair project could be developed.

Staff Reports and Recommendations

Harbor Festival Planning

Nick Savedra gave an update on Harbor Festival planning and the new local seafood focus.

Matters from the Commissioners

Commissioner Downie presented to SF State Bio Design Class. The classes focus is around the urchin/kelp crisis.

The Marine Resource Committee met and discussed the red abalone closure. The sunset date for the 10 year closure is coming to an end. The Committee proposed another 10 year closure to the fishery rather than a permanent closure.

The open access coon stripe fishery is becoming a limited entry fishery. Losing another open access fishery limits the ability of the fleet to diversify fisheries without sustainable economic inputs.

The kelp restoration work is starting. The divers are in their final year of NOAA funding and have TNC has secured year 1 funding.

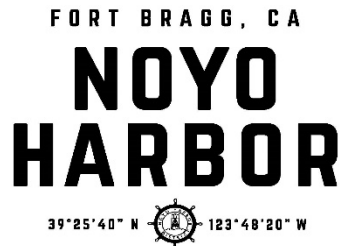
Commissioner Downie request that maintenance cut the branches on the trees in the back parking lot before the fishing seasons start.

Commissioner Weaver asked about the Cheryl Rose. The Harbormaster informed the commission that the owners were battling over who was responsible for the vessel and the original owner was in contact with the Harbor Office about disposal of the vessel.

Attorney Report

None

Adjournment to the Special meeting at 7:50pm. 1st Commissioner Weaver, 2nd Commissioner Platt. Approved: 4-0-1



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

Noyo Harbor Commission Special Meeting Agenda

Wednesday 26th 2025 6pm

Salmon Trollers Marketing Association Hall

19292 Coast Rd, Fort Bragg, CA

Call to Order at 6:00

Roll Call

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

Staff Present: Anna Neumann, Jim Jackson, Natalie McLaughlin, Scott Perkins

Pledge of Allegiance

Public Comment on Non-Agenda Items

None.

Consent Calendar

Conduct of Business

1. Discussion and possible action Icehouse Notice Inviting Bids

Chair Hurst and Anna gave an update on the budget presented in the staff report and how the construction cost would affect the overall project budget. In the beginning of the project, the Harbormaster had estimated the project would cost roughly \$2.1 million to complete, with the new projections of cost the total budget is looking to be closer to \$2.2 million on complete. The commissioners had concerns moving funds around in the budget and the Harbormaster felt confident that funds could easily be moved via a request to modify the budget with EDD.

Commissioner Weaver asked about the underground fuel tank that was discovered in the construction area and the potential issues surrounding its removal. Anna and Natalie McLaughlin from SHN talked through their idea of moving that item in the bid schedule to the "Add Alternative" position. Under an add alternative, the District could decide to remove the tank if it was cost effective or leave the project for another time.

Jim Jackson and Chair Hurst had slight changes to some of the language within the contract and gave those changes in Natalie McLaughlin.

Motion to approve Icehouse Notice Inviting Bids and related documents. 1st Commissioner Weaver, 2nd Commissioner Downie. Approved: 4-0-1

Staff Reports and Recommendations

None

Matters from the Commissioners

Chair Hurst requested that the Harbormaster add a check register into the monthly financial reports. He felt it would be good for the entire commission to see exactly where the funds are being spend, especially with so many different projects.

Attorney Report

None

Adjournment to the next regular meeting 6:48pm. 1st Commissioner Downie, 2nd Commissioner Weaver. Approved 4-0-1



Noyo Harbor District Agenda Item Summary

Meeting Date: 4/10/2025
Item Number: 1
Title: West Center Presentation
Recommended Action: Approval or Recommendations

Analysis

West Center has developed the following presentation to update the commissioners on the work they have completed thus far and where they are planning to go.

Fiscal Impact

The Harbormaster and West Center Blue Economy lead are in constant communication about the entire project budget to ensure a project overrun does not occur.

Attachments

West Center Presentation



FORT BRAGG, CA
**NOYO
HARBOR**

39°25'40" N  123°48'20" W

Noyo Harbor Revitalization Project





Overview

Every Boat is a Business

The Noyo Harbor Revitalization Project focuses on **boosting Fort Bragg's economy** by supporting the local fishing industry.

The project includes the acquisition of **a new ice house** and **opens new markets** for the commercial fishing fleet.

New and refreshed signs, murals and spaces make the harbor **feel alive**, welcoming and create a friendly place to visit.

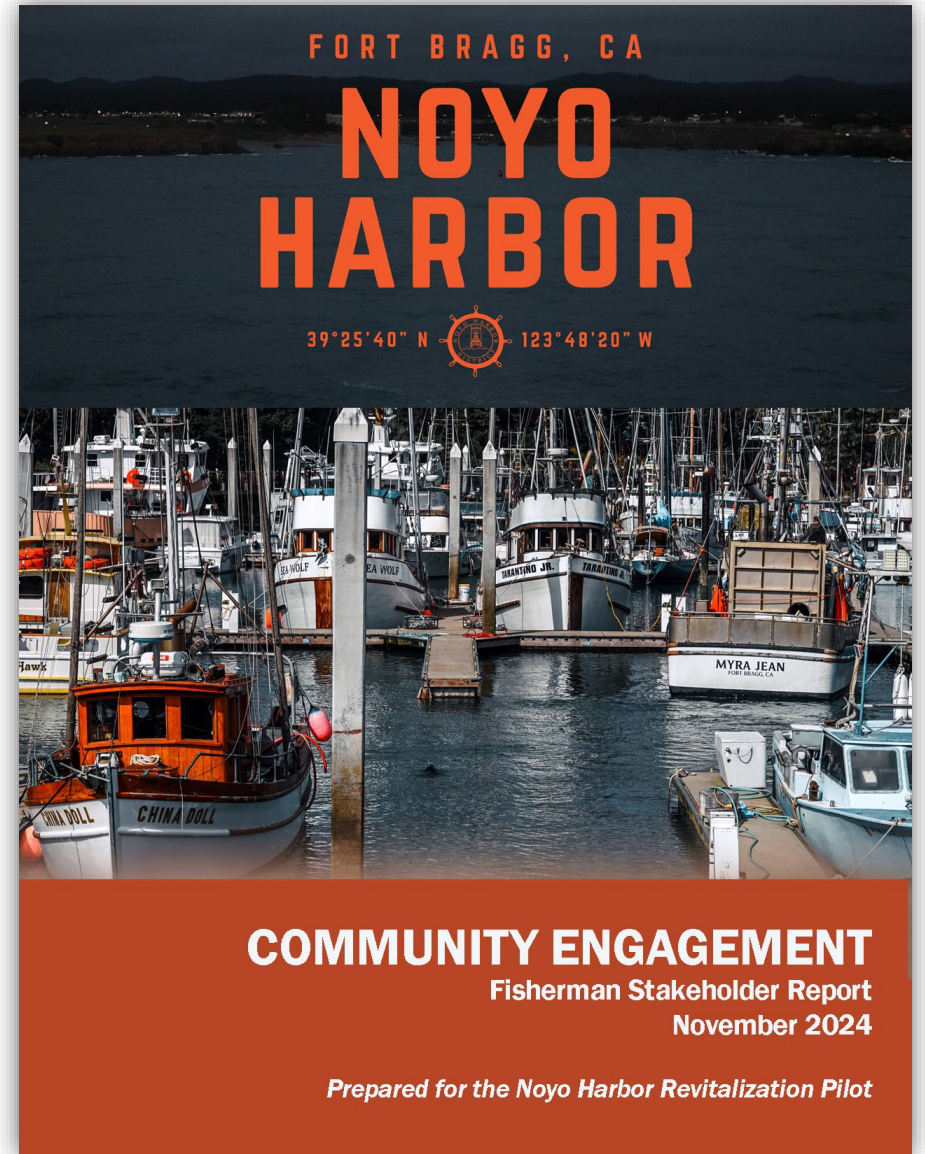
This project is making the harbor a strong economic hub while promoting **sustainable fishing and a resilient community**.

Community Engagement

Fisherman Stakeholder Report:

This study, conducted from July to November 2024, assesses challenges and opportunities for the Noyo Harbor fishing fleet.

Through interviews and community engagement, the study highlights the need for targeted investments, sustainable sales practices, and strengthened partnerships to ensure the fleet's long-term viability and economic prosperity.

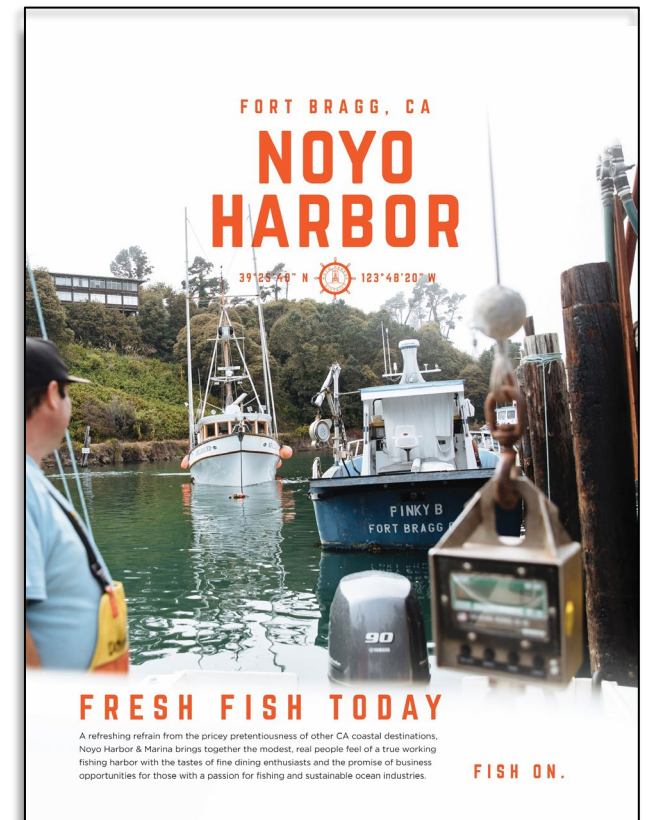
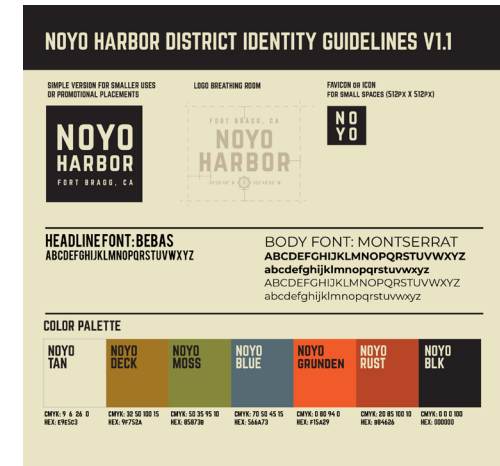
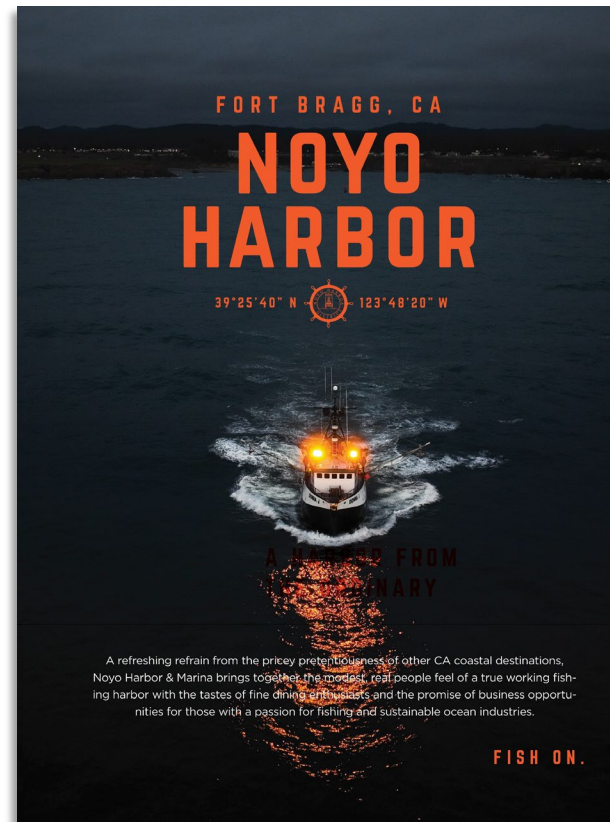


Brand Awareness

Benefits for Noyo Harbor:

Establishes Noyo Harbor District as a gritty, working class but professionally presented harbor.

Creates a unified brand to apply across all marketing channels and positions the district as a leading destination for economic and cultural growth.



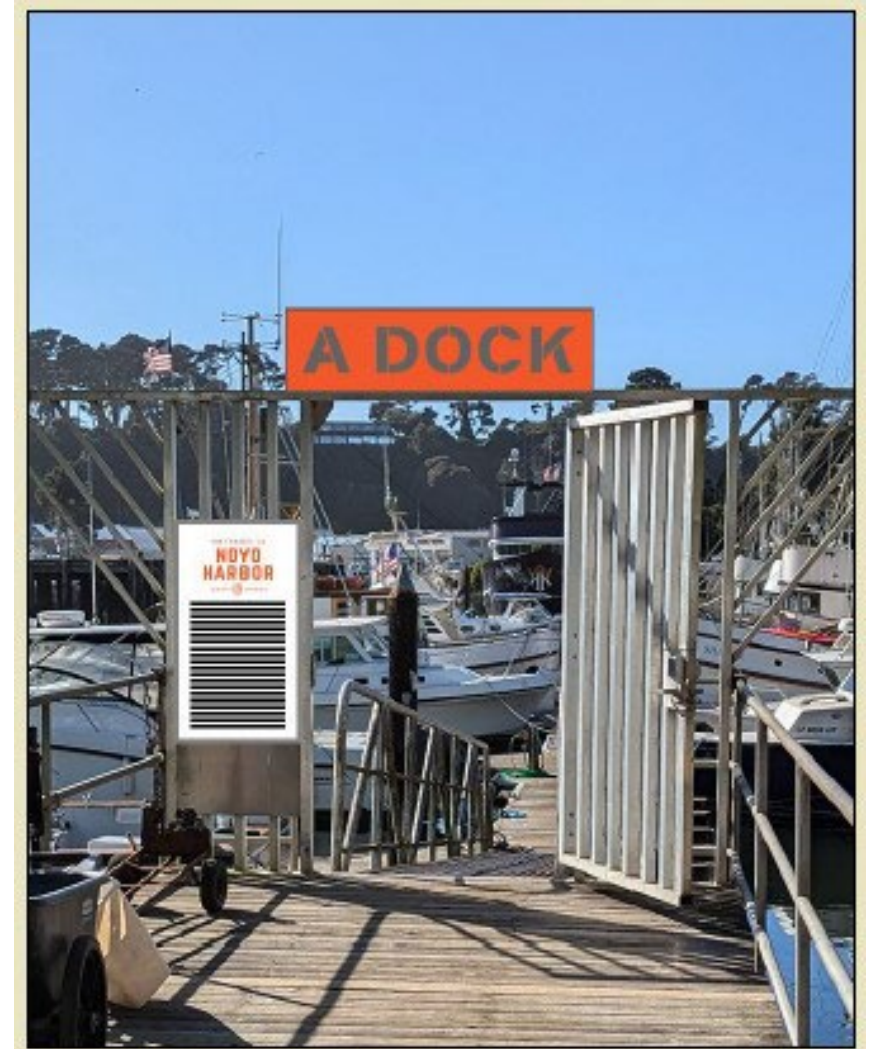
Dock Signs

Benefits for Fishermen:

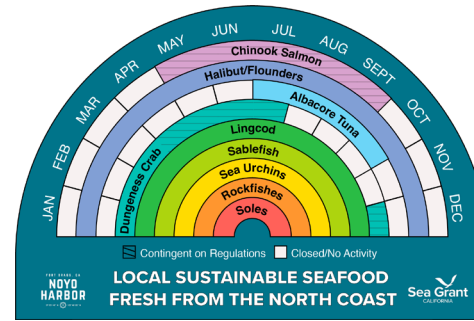
Easy to read stainless steel signs present the rules and the dock name clearly so there's less chance of confusion or accidents. It creates respect for the space, the boats, and the people working here.

Benefits for the Community:

Clear and consistent signs help visitors feel welcome without getting in the way. They know where they can and can't go, which keeps everyone safer. It emphasizes that this is a working harbor and helps folks appreciate and respect the space.



Dockside Sales



Benefits for Fishermen:

Expands the market to direct-to-consumer sales, boosts fishermen's revenue, and builds relationships between the fishermen and the community.

Benefits for the Community:

Creates an authentic experience for visitors and keeps more money in the local community.



BUY FRESH SEAFOOD STRAIGHT FROM THE DOCKS!

Did you know you can buy fresh, local seafood straight from your local fishermen? Sign up now for our Noyo Harbor Dockside Seafood alerts and we'll let you know when and where you can buy local fish. FISH ON!



FORT BRAGG, CA

NOYO HARBOR

39°25'40" N 123°48'20" W

Special Events

For Fishermen

The special events celebrate the fishing industry, and the fleet, creating connections between the fishermen and the restaurants. This creates a mutual direct-to-the-source relationship that can boost revenues for both sides.

For the Community

The community benefits from fresh, local seafood on the menu. At these events, community members meet the fishermen, learn about the fishing community and the importance of sustainable, local seafood.

Upcoming Events:

July: Ice House Installation

September 20-21: Harbor Festival and Pirate Celebration: *Weekend long event celebrating maritime history and industry*

October: Ice House Facility Grand Unveiling: *Special Invitation to Gov. Newsom, Senator McGuire, Assemblyman Chris Rodgers, plus GoBiz Delegation*



Fort Bragg Schools: Fish to Fork Program

Benefits for Fishermen:

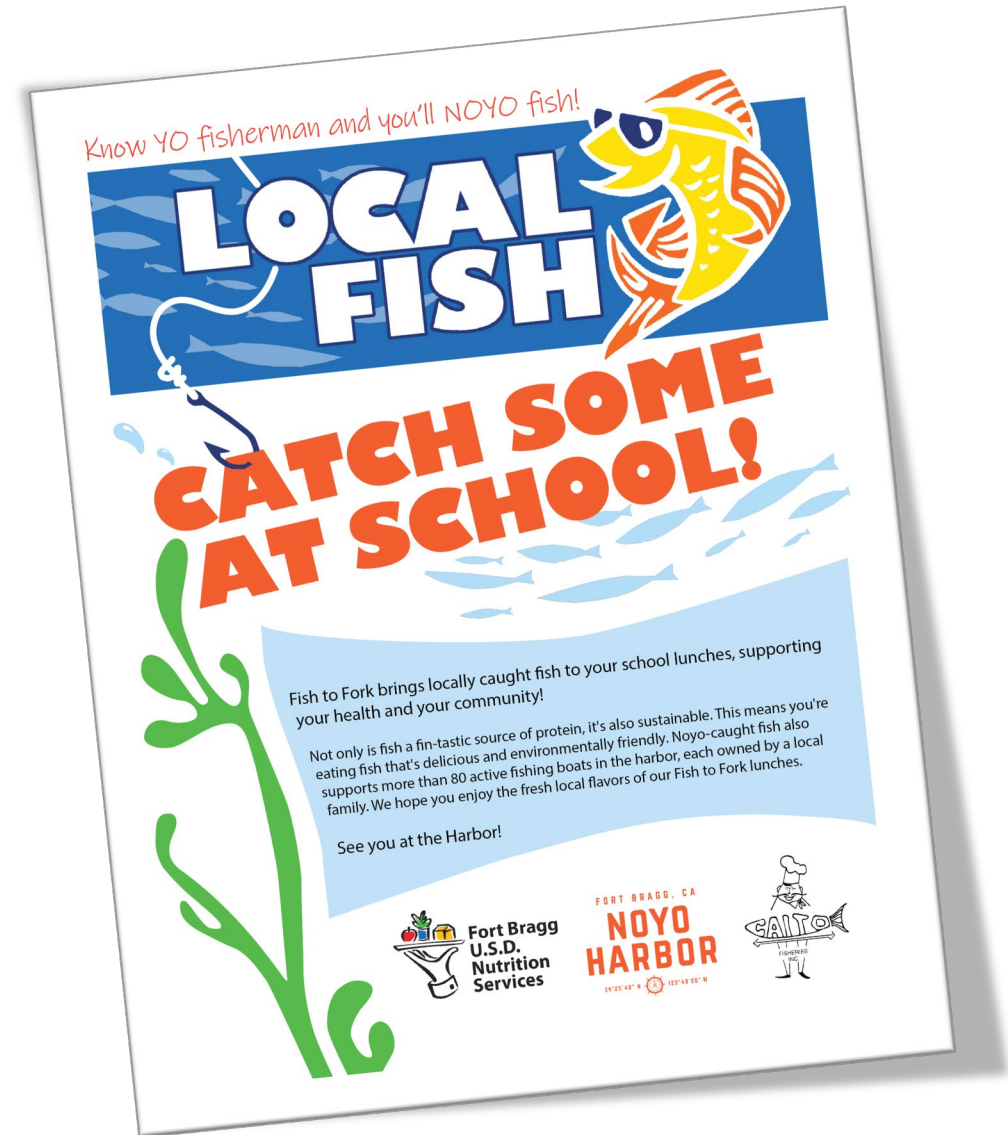
FBUSD serves meals to hundreds of kids each day and buys 70lbs of fish per lunch. This established relationship ensures consistent sales and supports the financial stability of our local fleet.

Benefits for the Community:

Fish to Fork gives kids a tasty intro to seafood—many trying fish for the first time. They also learn how local, sustainable seafood supports their health, the ocean, and hardworking local fishing families.


3 Fish to Fork days planned this school year, continuing to SY 25/26.

Serving Petrale Sole- Oven fried fish and chips.



Interpretive Panels

There will be 3 panels total, each panel containing historical data, photography, illustrations and story telling.



Benefits for the Harbor:

Panels educate the public without them needing to interrupt fishermen or harbor staff, or restaurant workers.

They help protect the space by signaling that the harbor is active, valued, and looked after.

Benefits for the Community:

Interpretive signs celebrate local heritage and strengthen the identity of the harbor as a working part of the town.

They create pride, support tourism in a respectful way, and help folks see the value of local fisheries, working waterfronts, and sustainable practices.

They tell the stories behind the boats, the people, the fish, and the history—who works here, what's being caught, why it matters.

Ice House Mural



Benefits for the Harbor:

The mural shows that the Harbor is an active, valued and maintained working waterfront. It will be one of the first things people see when they drive down into the South Harbor. By offering an engaging piece of artwork that celebrates the Harbor's history and what it has to offer, we're immediately setting the tone.

Benefits for the Community:

The mural brings color, culture and life to a public space, making the area welcoming and inviting. It sparks conversation, attracts visitors and becomes a landmark that locals and visitors alike can feel connected to and excited about.

Upcoming Signage



Refreshed Welcome Signs:

The signs at the top of the harbor roads are the first introduction to Noyo Harbor's working waterfront. Clear, updated signage improves wayfinding, and sets the right tone from the start. It's a small change that makes the harbor feel cared for and connected to the community.

Harbor Sign by Marina:

A photo-friendly sign overlooking the marina gives visitors a fun, memorable stop on their visit. It adds to the experience and offers a great backdrop for photos of that huge fish they just caught. It's also a great way for people to share Noyo Harbor with their friends and family.

Fish Processing Feasibility Study



Benefits for the Harbor:

A fish processing center offers a path to long-term economic sustainability, it creates new revenue streams for the Harbor and keeps more of the seafood value chain local. It offers value to our local fleet, who currently must travel if they want to process their own catch.

This study will determine whether a center like this is viable and sustainable in Noyo Harbor.

Benefits for the Community:

The center means more access to local seafood, it will support local boats and keep more of the seafood economy in Fort Bragg. The project invests in the long-term health and resiliency of the community.

West Business Development Center

West Center provides **free, expert support** to help businesses grow and achieve their goals.

We offer:

- Free one-on-one advising with our subject matter expert advisors
- Practical workshops on branding, marketing, financial management, bookkeeping and much more
- Expert guidance in areas like business planning, marketing, finance, and operations

Whether launching a new idea or expanding an existing venture, we provide the tools, training, and support to help businesses succeed.



Funded by



The **Noyo Harbor Revitalization Pilot** Program has been made possible through a \$3.2 million grant awarded as part of the **California's California Jobs First Initiative** (formally Community Economic Resilience Fund (CERF) **Implementation Pilot Program**). This funding was secured through a **collaborative effort between Noyo Harbor District and West Business Development Center (West Center)**, demonstrating a shared commitment to Strengthening the local Blue Economy workforce. This grant is a strategic investment in Fort Bragg's working waterfront, aiming to enhance economic resilience, create sustainable job opportunities, and support the growth of the local maritime economy.

This grant marks a significant step toward revitalizing Noyo Harbor and strengthening Mendocino County's position within the statewide Blue Economy initiative.

BUDGET to date

West Center works closely with Anna to ensure that our budget is accurate, realistic and aligned with project goals.

We have consistent monthly check ins with our funder and each other to ensure our financial records align.

Total budget:	\$724,454.00
Total Expensed by West: (2.1.24 to 3.31.25)	\$234,496.00
Remaining Funds for West:	\$436,851.00
Rough Estimated costs: (4.1.2025 to 1.31.2026)	\$282,000.00
Total remaining funds to spend by 1.31.26	\$154,851.00
Estimated Costs for April 2025-Jan 31 2026 – not exhaustive	
Interpretive signs	\$17,000.00
Welcome signs	\$15,000.00
Mural	\$50,000.00
Feasibility Study	\$30,000.00
Working Waterfronts Guide	\$20,000.00
Fish Awareness Campaign	\$25,000.00
Collateral	\$10,000.00
Website Updates	\$5,000.00
West Facilities and other costs	\$110,000.00
	\$282,000.00



Noyo Harbor District Agenda Item Summary

Meeting Date:	4/10/2025
Item Number:	2
Title:	Final Payment to North Star
Recommended Action:	Approval

Analysis

The shipping date has for all three containers is set for the 14th of April. Since we are in the two week window for shipment. Final payment on to North Star is due. We have a remaining balance of \$77,149.80. The Harbormaster did request that a marine grade protective paint to applied to the containers before they shipped which increased the original price by \$9,100.

Fiscal Impact

The remaining balance was included in the estimate construction cost presented at the March 26th Special Meeting. The presented cost included the \$9,100 to paint the containers. The Harbor District is still on track with their budget.

Attachments

Balance Due- North Star

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



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

Invoice: 4042Balance1

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: 3/25/2025 **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	\$77,149.80

Order Total: \$1,379,338.00

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 \$77,149.80

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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Noyo Harbor District
Agenda Item Summary

Meeting Date: 4/10/2025
Item Number: 3
Title: Vessel Demo Employment Contract
Recommended Action: Approval

Analysis

Jim Jackson has developed the following contract for employment of an occasional employee who specializes in dismantling vessels.

Fiscal Impact

Attachments

Employment Contract

EMPLOYMENT AGREEMENT

Noyo Harbor District located at 19101 South Harbor Drive, Fort Bragg, CA 95437, hereinafter referred to as "Employer," and _____, hereinafter referred to as "Employee," in consideration of the mutual promises made herein, agree as follows:

Article 1. Term of Employment

1.01 Employer hereby employs Employee, and Employee hereby accepts employment with Employer effective TBD, and continuing until terminated by the parties in a subsequent written agreement in accordance with Section 6.01. The parties anticipate that this shall be a part-time occasional position.

Article 2. Duties and Obligations of Employee

2.01 Employee shall serve as a vessel demolition specialist. In that capacity, Employee shall perform the following job duties: operate heavy equipment to remove and abate vessels, work with other harbor staff to ensure that all hazardous materials have been removed from the vessel, work with other harbor staff to remove all petroleum based products from the vessel, and work with other harbor staff to coordinate dumpsters to receive the abated vessel.

Employee shall do and perform all services, acts, or things necessary or advisable to carry out his or her duties together with such other duties as are requested by Employer during the term of this agreement.

2.02 Employee shall indemnify and hold Employer harmless from all liability for loss, damage or injury to persons or property resulting from the negligence or misconduct of Employee.

Article 3. Obligations of Employer

3.01 Employer shall provide Employee with the compensation specified elsewhere in this agreement. Employer shall indemnify Employee for all losses sustained by Employee in direct consequence of the discharge of his duties on Employer's behalf.

Article 4. Compensation of Employee

4.01 Employee shall be compensated at the rate of \$ _____ per hour worked as full and fair compensation for his services as Vessel Demolition Specialist.

Article 5. Employee Benefits

Employee acknowledges receipt of a copy of the Noyo Harbor District Employee Benefits policy attached to this agreement as Exhibit B. Employee shall not receive the benefits described in that policy as he is a part-time occasional Employee.

5.01 Employee specifically waives any and all medical insurance and dental insurance otherwise provided to full time Employees.

5.02 Employee shall not be entitled to the other benefits set forth in the Noyo Harbor District Employee Benefits policy. Employee shall be a probationary Employee for 90 days after the date of this agreement. Employer shall provide worker's compensation insurance as required by law.

5.03 Employee shall use his transportation to travel to and from Employer's business premises, and shall receive no additional compensation for use of such transportation.

5.04 Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in connection with the business of Employer where Employer has consented to such expenses prior to their being incurred.

5.05 Employer anticipates that the work of vessel demolition will involve the use of a 15-ton excavator and five-yard dump truck. In the event Employee supplies this heavy equipment, Employee shall be reimbursed at the rate of \$800 per day (\$2,750 per week) for the 15-ton excavator and \$325 per day (\$1,125 per week) for the five-yard dump truck. If Employee supplies heavy equipment, it shall be rented by the District "as-is," and the District will not be responsible for repairs of the equipment. Any time taken by Employee to repair heavy equipment shall not be compensated by the District.

Article 6. Termination of Employment

6.01 This employment agreement shall terminate upon two (2) weeks written notice by either party to this agreement to the other party and shall be of no further force or effect absent a separate and further agreement between Employee and Employer.

Article 7. General Provisions

7.01 This agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, whether oral or in writing, between the parties hereto. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding on either party.

7.02 Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

7.03 If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and without being impaired or invalidated in any way.

7.04 This agreement shall be governed by and construed in accordance with the laws of the State of California.

7.05 In the event an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled.

This provision shall be construed as applicable to the entire contract.

Executed effective March _____, 2025, at Fort Bragg, California.

Employer: NOYO HARBOR DISTRICT	Employee:
By: _____ Jim Hurst, Chair	_____



Noyo Harbor District
Agenda Item Summary

Meeting Date: 4/10/2025
Item Number: 4
Title: Ground Rent Contract
Recommended Action: Approval

Analysis

The Harbormaster and Mr. Jackson has been working on a ground rent lease. Currently ground rent tenants do not have lease, they operate on a handshake agreement with the District. The Harbormaster wants to formalize this agreement to provide a better protections for the District and so the tenant understands their rights and assigned location.

Fiscal Impact

Attachments

Ground Rent Lease

COMMERCIAL LEASE

This lease is entered into effective _____ by and between the Noyo Harbor District (hereafter referred to as "Lessor") and _____ (hereafter referred to as "Lessee"). The undersigned Lessee and Lessor hereby represent that they are authorized to enter into this lease on behalf of their respective entities.

Lessor hereby leases to Lessee a portion of the real property owned by the Noyo Harbor District located in the storage yard across the street from the main parking lot near the corner of South Harbor Drive and Basin Street in Fort Bragg, California, consisting of _____ square feet more or less. This property shall hereafter be called the "leased premises." A map depicting the leased premises is attached hereto as Exhibit A.

Term

1. Month to month lease agreement starting _____.

Rent

2. Lessee agrees to pay to Lessor as Base Rent for the use and occupancy of the leased premises the sum of _____ Dollars (\$_____) per month for the term of the lease. The rent is payable in advance on or before the first day of each month, commencing on _____, at the address specified in this lease for the service of notices on Lessor or at any other place designated by Lessor in a written notice served on Lessee. Lessor requests first and last months' rent in the total sum of _____ Dollars (\$_____). In the event Lessor has not received any monthly rent payment by the 30th of the month, Lessee agrees to pay a ten percent (10%) late charge for any such late payment. In addition, any amount owed by Lessee to Lessor which is not paid when due shall bear interest, as additional rent, at the rate of ten (10) percent per annum from the due date of such amount. In the event any check offered by Lessee to Lessor in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, Lessee agrees to pay to Lessor a returned check charge in the amount of \$25.00 together with whatever other sums are then due and payable to Lessor.

Rental rates can be increased by the Commissioners of the Noyo Harbor District at any regular or special meetings.

Security Deposit

Utilities

3. Lessee agrees to pay all charges for electricity, gas, telephone, water, sewer, garbage collection, landscaping services, and all other services used in or on the leased premises during the term of this lease. Lessee shall make payments for the foregoing directly to the utility companies unless otherwise arranged with Lessor. In the event Lessor makes any payment for utilities on behalf of Lessee, such charges shall be payable by Lessee as additional rent.

Use of Leased Premises

4. Lessee agrees that the leased premises are to be used for gear storage. Lessee agrees to restrict its use to such purposes and not use or permit the use of the leased premises for any other purpose without first obtaining the consent in writing of Lessor or Lessor's authorized

agent. Lessee accepts the premises as-is. Lessee agrees not to cause, maintain, or permit any nuisance in, on, or about the leased premises, or commit any waste in or on the leased premises. Lessee shall comply with all local, state and federal laws and regulations and make no use of the premises which would be in violation thereof.

Maintenance by Lessee

5. Lessee agrees the premises are in good condition and repair. Lessee, at Lessee's sole expense, shall maintain the premises in good order and repair. Lessee shall restore the premises to Lessor upon termination in the same condition as at the commencement of this lease, reasonable wear and tear excepted.

Present and Continuing Habitability

6. Lessee has inspected the premises and fixtures, and acknowledges that the leased premises are in a reasonable. Lessee accepts the leased premises in its condition as of the execution of this lease. If the conditions change so that, in Lessee's opinion, the habitability and rental value of the leased premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

Alterations and Repairs by Lessee

7. Lessee shall make no alterations (including but not limited to repairs, painting, renovations, or new construction) to the leased premises without the prior written consent of Lessor. Any alteration made to the leased premises by Lessee after that consent has been given, and any fixtures installed as part of that work (except movable furniture and trade fixtures), shall at Lessor's option become the Lessor's property on the expiration or earlier termination of this lease; provided, however, that Lessor shall have the right to require Lessee to remove any such fixtures at Lessee's cost on termination of this lease. Lessee shall keep the leased premises free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Lessee may remove trade fixtures installed by Lessee at termination of this lease, but shall pay for any and all repairs necessary for damage to the leased premises occasioned by such removal.

Entry by Lessor

8. Lessor may enter upon the leased premises under the following circumstances:

- (a) In case of emergency.
- (b) To make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the leased premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (c) If Lessee abandons or surrenders the leased premises.
- (d) Pursuant to court order.

Lessor will give Lessee reasonable notice of Lessor's intent to enter unless (1) an emergency exists, (2) Lessee has abandoned or surrendered the leased premises, or (3) it is impracticable to do so. Further, Lessor will enter only during normal business hours unless (1) an emergency exists, (2) Lessee has abandoned or surrendered the leased premises, or (3) Lessee consents to the entry.

Locks and Keys

9. Lessee may not change or add any lock to the leased premises without obtaining Lessor's prior written consent and without providing Lessor with a key to the changed or added lock.

Indemnity and Hold Harmless

10. Lessor shall not be liable for damage claims for injuries or property losses to persons, including Lessee and its agents and employees, from any cause, occurring within the leased premises. Lessee hereby covenants and agrees to indemnify Lessor and keep Lessor harmless from any and all liability, loss, or other damages, claims, or obligations arising out of or relating to any such injury or loss.

Dangerous Materials

11. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of a fire on the leased premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

Taxes and Assessments

12. Lessee agrees to pay all taxes and assessments on the personal property of Lessee or on any business or trade fixture of Lessee. If there is any increase in real estate taxes over and above those assessed during the year this lease commences, Lessee shall pay to Lessor, on presentation of a copy of such tax bill, the amount equal to the increase upon the land and buildings in which the leased premises are located.

Destruction of the Premises

13. If during the term of this lease the leased premises are totally or partially destroyed, rent shall be abated in proportion to the space unusable during repairs. If repairs cannot be made within sixty (60) days, or if more than twenty-five (25) percent of the replacement value of the leased premises is destroyed, this lease may be terminated by either party.

Assignment and Subletting

14. Lessee shall not assign this lease or sublet all or any portion of the leased premises without the express written consent of Lessor. Lessor's consent to any such assignment or subletting shall not be arbitrarily or unreasonably withheld. The consent of Lessor to any one assignment or subletting shall not be deemed to be a consent by Lessor to any subsequent assignment or subletting. Any assignment or subletting without Lessor's prior written consent shall be void and shall, at Lessor's option, terminate this lease.

Default by Lessee

15. Any breach by Lessee of a condition, covenant, or provision of this lease will constitute a material breach. For any material breach by Lessee, Lessor may provide Lessee with a written three-day notice that describes the breach and demands that Lessee cure the default (if a cure is possible). If Lessee does not cure the default within the three days, or if a cure is not possible, this lease will be terminated. Any of the following actions shall constitute a default under this lease:

- (a) Use of the leased premises for any purpose other than as authorized in the lease;
- (b) Default in the payment of any rent or other payment due from Lessee to Lessor;
- (c) Abandonment of the leased premises by Lessee, either voluntarily or by operation of law;
- (d) Filing by or against Lessee of a petition in bankruptcy or the appointment of a receiver or a general assignment by Lessee for the benefit of creditors;
- (e) Any other default in the performance of any term, covenant, or condition of this lease.
- (f) The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.

In the event of a default under this lease by Lessee, Lessor shall have the following remedies in addition to any other rights or remedies granted them by law:

- (1) Lessor may enter the premises and take possession thereof and remove all of Lessee's personal property therefrom. Lessor may store the property in a secure public warehouse of his choosing at Lessee's expense.
- (2) After re-entry, the Lessor may terminate the lease on giving five days written notice of such termination to Lessee.
- (3) After re-entry, Lessor may, without terminating the lease, relet the premises, or any part thereof, at such rent and on reasonable commercial terms. Lessor, at their sole option, may apply the rent received from reletting the premises to reducing Lessee's indebtedness to Lessor, to expenses of reletting, and to all alterations and repairs made, to rent due under this lease, and to pay on future rent on this lease as it becomes due.

Condemnation

16. If the leased premises are taken for public use during the term of this lease, this lease shall terminate on the date of taking. Lessor shall receive any and all compensation from such condemnation.

Subordination and Estoppel Certificates

17. Lessor shall have the right to subordinate this lease to any ground lease, deed of trust, or mortgage encumbering the Property where the leased premises are located, whenever made or recorded. The Lessee agrees to cooperate with Lessor and any lender which is acquiring a security interest in the Property or the lease. Lessee agrees to attorn to the transferee or successor to Lessor's interest in the Property and recognize such transferee or successor as Lessor under this lease. Lessee shall have no right to terminate this lease or surrender possession of the leased premises upon the transfer of Lessor's interest. Upon Lessor's written request, Lessee shall execute, acknowledge and deliver to Lessor a written statement (estoppel certificate)

certifying that none of the terms or provisions of this lease have been changed (or describing any changes to the lease); that this lease has not been cancelled or terminated; the last date of payment of the base rent and other charges and the time period covered by such payment; that Lessor is not in default under this lease (or stating any claimed default on the part of Lessor); and such other representations or information with respect to Lessee or the lease as Lessor may reasonably request or which any prospective purchaser or encumbrancer of the property may require. Lessee shall deliver such statement to Lessor within ten (10) days after Lessor's request. Lessor may provide any such statement by Lessee to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Lessee fails to deliver such statement to Lessor within such ten (10) day period, Lessor (and any prospective purchaser or encumbrancer) may conclusively presume and rely upon the foregoing facts and Lessee shall be estopped from denying the truth of such facts.

Notices

18. Any notice under this lease shall be writing and shall be delivered to the following persons:

Lessor: Noyo Harbor District
19101 S. Harbor Drive
Fort Bragg, CA 95437
(707) 964-4719
noyohd@yahoo.com

Lessee:

Waiver

19. The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee. No delay or omission to exercise any right or remedy by Lessor or Lessee shall be construed as a waiver. No waiver by Lessor of any default by Lessee under this lease shall constitute a waiver of any subsequent default.

Attorneys' Fees

20. If any legal action or proceeding arising out of or relating to this lease is brought by either party to this lease, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Binding on Heirs and Successors

21. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; provided, however, that nothing in

this section shall be construed as a consent by Lessor to any assignment of this lease or any interest in it by Lessee.

Time of Essence

22. Time is expressly declared to be of the essence in this lease.

Sole and Only Agreement

23. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the leased premises. Any agreements or representations respecting the leased premises by Lessor or Lessee not expressly set forth in this instrument are null and void.

Severability

24. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Executed on _____ at Fort Bragg, California.

LESSOR:

LESSEE:

Noyo Harbor District

By: _____
Anna Neumann, Harbormaster

By: _____



Noyo Harbor District Agenda Item Summary

Meeting Date:	4/10/2025
Item Number:	5
Title:	P.G. & E. Easement
Recommended Action:	Approval

Analysis

P.G. &E would like to establish an easement with the Noyo Harbor District to cover the proposed utility service at 19101 S. Harbor Drive. The easement would run from the corner of the US Coast Guard Station to the location of the new icehouse. This easement and associated utility service is required for the installation of the new flake ice equipment being installed at the Harbor District.

In a letter received from PG&E (attached) they are requesting that the easement be granted by the Noyo Harbor District.

Fiscal Impact

None

Attachments

Letter from P. G. &E.

Easement Deeds



Craig Scarborough
Land Management
Pacific Gas & Electric Co.
2641 N. State Street
Ukiah, CA 95482

April 4, 2025

File: PM# 35585598
Project: 19101 Harbor Drive
Fort Bragg

Noyo Harbor District
19101 S. Harbor Drive
Fort Bragg, CA 95437

To whom it may concern:

Enclosed are two (2) copies of the easement document to cover the proposed utility service crossing the property located 19101 S. Harbor Drive.

Please have the authorized personnel review the document and, if acceptable, sign in the space provided and have their signatures **notarized** on the copy stamped "P.G. & E. CO. COPY".

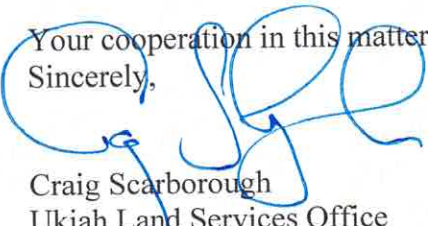
Please note that authorized officers or board members can sign conveyances from public corporations. As proof of authorization for the conveyance, Company policy requires **one of the following**:

1. A copy of the signed resolution granting PG&E the easement,
2. A certified copy of an unsigned resolution, by the City Clerk or Clerk of the Board,
3. A certified copy of the page of the minutes that grants to PG&E the easement, by the City Clerk or Clerk of the Board,
4. The addition to the signature page of the certification wording filled out by the City Clerk or Clerk of the Board, as shown our document.

After the document is notarized, please return the signed and notarized "P.G. & E. CO. COPY" document to our office in the enclosed envelope. The other copy is to be retained for the grantor's records.

If you have any questions regarding the document, please call me at (707) 468-3964 or Freedom Smith (707) 328-4742.

Your cooperation in this matter is greatly appreciated.
Sincerely,



Craig Scarborough
Ukiah Land Services Office
North Coast Area
Craig.Scarborough@pge.com

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#2418-17-10018

EASEMENT DEED

PM#35585598

NOYO HARBOR DISTRICT, a political subdivision of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of Mendocino, State of California, described as follows:

(portions of APN 018-250-19 and 018-240-22)

The parcel of land described in the deed from Sterling Holmes and Alice Holmes to Noyo Harbor District dated September 27, 1966, and recorded in Book 727 of Official Records at page 145, Mendocino County Records, excepting therefrom the portion thereof lying southerly of the northerly boundary line of Basin Street, a county road.

The easement area is described as follows:

The strip of land of the uniform width of 20 feet, lying 10 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. 35585598A attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

NOYO HARBOR DISTRICT, a political subdivision of the State of California

By _____

By _____

Name _____

Name _____

Title _____

Title _____

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.
By _____

Title _____

LEGEND

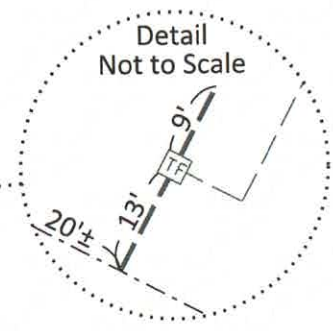
- Centerline New Easement
- - - New Electric Service
- M New Electric Meter
- TF New Transformer
- Parcel Lines
- Subject Parcel Lines
- - - Existing Underground Electric
- R1 Existing PG&E Easement
- Book 1542 O.R. Page 299, MCR
- Deed Dated September 12, 1985
- PG&E LD# 2418-17-0708
- O.R. Official Records
- MCR Mendocino County Record

APN 018-240-22

All Locations are Approximate

APN 018-240-30

APN 018-240-33



See Detail

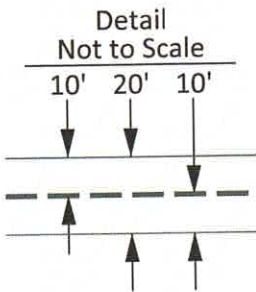
R1

Portion of
APN 018-240-22

GRANTOR:
NOYO HARBOR DISTRICT
 Book 727 O.R. Page 145, MCR
 Deed Dated September 27, 1966
 LD# 2418-17-10018
 19101 South Harbor Drive

Portion of
APN 018-250-19

SOUTH HARBOR DRIVE



NE 1/4 of SW 1/4
 SE 1/4 of NW 1/4
 Sec. 18

BASIN STREET

APN 018-250-19

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant: PG&E Utility Easement				SCALE	DATE
to serve 19101 South Harbor Drive, Fort Bragg				Not to Scale	03/27/2025
SECTION Sec. 18	TOWNSHIP T18N	RANGE R17W	MERIDIAN MDBM	COUNTY OF: Mendocino	CITY OF: N/A
				F.B.: N/A	DR. BY: C9SE
				CH. BY: KCCD	
PLAT MAP REFERENCES		M0118 & M0123 LD#2418-17-0708		PG&E	HUMBOLDT DIVISION
				33585598 AUTHORIZ	35585598A DRAWING NO.



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 2418-17-10018

Area, Region or Location: 7

Land Service Office: Ukiah

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 24.18.17.18.31, 24.18.17.18.42

FERC License Number: N/A

PG&E Drawing Number: 35585598A

Plat No.: M0118, M0123

LD of Affected Documents: N/A

LD of Cross Referenced Documents: 2418-17-0708

Type of interest: Utility Easement (86), Electric Underground Easements (4)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35585598 (Ops#5304)

JCN: N/A

County: Mendocino

Utility Notice Number: N/A

851 Approval Application No: N/A; Decision: N/A

Prepared By: C9SE *CS*

Checked By: KCCD *KM*

Checked By: J728 *JB*

Approved By: N/A

Revised by: N/A

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