

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 February 12th 2026 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 January Regular Meeting 2025

Conduct of Business

1. Discussion and possible action on Financial Report December 2025
2. Discussion and possible action on mid-year budget review
3. Discussion and possible action on icehouse project
4. Discussion and possible action on FEMA resolution
5. Discussion and possible action on Resolution honoring Dan Platt
6. Discussion and possible action on Cal Inc
7. Discussion and possible action on park and launch fees

Staff Reports and Recommendations

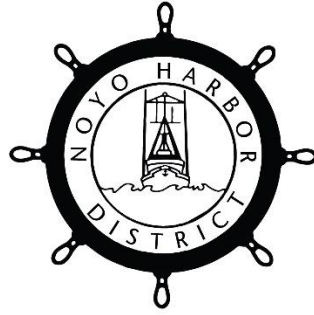
Forklift Service

EDA Grant

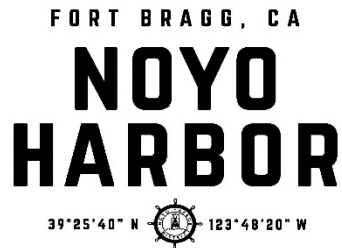
Matters from the Commissioners

Attorney Report

Adjournment to the next regular meeting



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

Noyo Harbor Commission Meeting Minutes

Thursday January 8th 2026 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

Call to Order at 6:00pm

Roll Call

Present: Commissioner Downie, Commissioner Weaver, Chair Hurst

Staff Present: Anna Neumann, Nick Savedra

Absent: Vice Chair Shoemaker, Commissioner Platt

Pledge of Allegiance

Public Comment on Non-Agenda Items

None

Consent Calendar

1. Minutes December Regular Meeting 2025

Motion to approve: 1st Commissioner Weaver, 2nd Commissioner Downie. Approved 3-0-2

Vice Chair Shoemaker arrives at 6:04

Conduct of Business

1. Discussion and possible action on Financial Report December 2026

The Harbormaster led a short review of the financial report of December 2026. Vice Chair Shoemaker noted that the calculation of % budget in the advertising column is wrong. Vice Chair Shoemaker and Chair Hurst noted that \$140,000 allocated into deferred maintenance should be updated in this budget.

Motion to approve December's Financial Report. 1st Commissioner Downie, 2nd Commissioner Weaver. Approve: 4-0-1

2. Discussion and possible action on mid-year budget review

The Harbormaster led a page by page review of the budget and the commission asked various questions about deferred maintenance projects and reimbursements that are expected to the

District and how those might affect the overall net position within the operations and maintenance budgets. The commissioners were concerned that the overall revenues would not meet expectations based on how much has been made in the last 5 months. The Harbormaster and Marina Manager reminded the commission that in January 29 long term contracts go out for many of the largest vessels in the harbor and including January income in the budget should present a clearer picture.

The Commission requested that the Harbormaster bring back the mid-year budget review in February with projections of for the actual expenses for FY 2025/2026.

3. Discussion and possible action on Welcome Sign contract with Cadmium Creations

The Harbormaster gave the commission a status update of the contract with Cadmium Creations and the Harbor District based on the latest comments from legal counsel. She requested that the commission approve the contract with the blessing of legal counsel.

Jeremy Logan, the owner of Cadmium Creations also presented the commission with a sign design and there was much conversation on the overall designs. The commission decided that the symbols that the bottom for North Harbor would be a dog, fishing, lodging, dining and shopping. For South Harbor the symbols would be an anchor, launch ramp, fish fillet, ice and binoculars.

Motion to approve contract based on approval from legal counsel. 1st Commissioner Weaver, 2nd Vice Chair Shoemaker. Approved 4-0-1

4. Discussion and possible action on Cal Inc Proposal

The Marina Manager gave an update on the Cal Inc proposal and the commission asked general questions. Overall the Marina Manager and Harbormaster would like to invite Cal Inc up to the job site to help them better understand the project and the scope of work. It might save the District money and confusion in the long run to have Cal Inc lay eyes of the vessel as they have only ever done work on buildings and in land-based scenarios.

The commission directed staff to reach out to Cal Inc and invite them to Fort Bragg to see the vessels before contracts are signed.

Staff Reports and Recommendations

The Harbormaster gave a brief update on the progress of the icehouse and the FEMA projects. She also proposed that a few special meeting might be required to get all of the work done before she goes on maternity leave on March 16th.

Matters from the Commissioners

Vice Chair Shoemaker directed the Harbormaster to release an RFQ for legal counsel and for an engineering firm to help with CSP based projects.

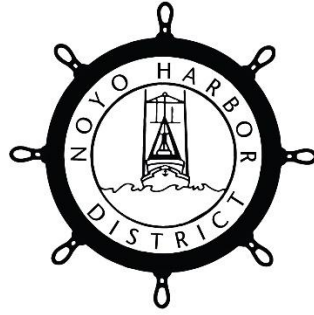
Chair Hurst reported on a discussion between the Harbormaster and Commissioner Platt about his resignation from the board. The Harbormaster was directed to reach out to Bernie Norvel and let him know about Platt's decision.

Commissioner Weaver gave an updated that the regulatory session for salmon season are about to start.

Attorney Report

None

Adjournment to the next regular meeting at 7:53 pm. 1st Commissioner Downie, 2nd Commissioner Weaver. Approved 4-0-1



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Noyo Harbor District Agenda Item Summary

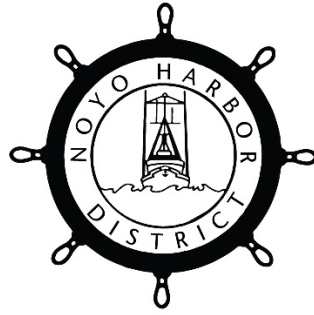
Meeting Date:	2/12/2026
Item Number:	1
Title:	Financial Reports
Recommended Action:	Approval or Direction

Analysis

Fiscal Impacts

The overall fiscal impacts of the icehouse are also shown on within the budget packet and the District should closely watch this new service in it's first few months and adjust as needed.

Attachments



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NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
31-Jan-26

Chase Checking	\$362,028.49
Chase Money Market	\$14,177.06
LAIF	\$1,073,915.25
Total of all accounts	\$1,450,120.80

Profit and Loss

Noyo Harbor District

January 2026

Distribution account	Total
Income	
Electricity	4,052.06
Encroachment Leases	10,720.97
Fish Markets	90.00
Ground Rent	2,946.10
Income / Mdco. County Taxes	82,299.10
Interest Income	11,233.07
Park & Launch	30.00
Slip Rental Contract	54,111.72
Slip Rental Transient	6,759.30
Total for Income	\$172,242.32
Gross Profit	\$172,242.32
Expenses	
Communications Expense	177.95
Dues and Subscriptions Exp	621.63
Emp. Health & Dental Insurance	3,615.05
Fuel Expense	174.43
Insurance Property & Liability	1,063.88
Legal and Professional Fees	1,595.50
Marina Dredging Expense	93.75
Office Expense	2,380.30
Operating Supplies	463.43
Payroll Expenses	
Taxes	4,934.44
Wages	32,475.73
Total for Payroll Expenses	\$37,410.17
Payroll Tax Expense	410.40
Power	8,383.57
Repairs & Maintenance	3,835.87
Sep. Ira	892.77
Travel and Conferences	883.93
Utilities Expense	1,720.38
Total for Expenses	\$63,723.01
Net Operating Income	\$108,519.31
Other Income	
EDD-CERF	223,916.10
Total for Other Income	\$223,916.10
Other Expenses	
Donna J Tsunami Damage	3,022.50

EDD Project	408,084.00
FEMA 4683	862.50
Oil Spill Response 2022-23	5,027.48
SCC Marina Redevelopment	12,398.60
Total for Other Expenses	\$429,395.08
Net Other Income	-\$205,478.98
Net Income	-\$96,959.67

Accrual Basis Monday, February 02, 2026 07:34 PM GMTZ

July 1 2024-Jan 31 2026

Budget to Date

	FY Year to Date Expense	FY Budget	Monthly Budget	Monthly Expense	\$ Over Budget	% of Budget
Income						
Electricity	\$9,831.30	\$18,000.00	1,500.00	2,561.07	-8,168.70	54.62
Encroachment Leases	\$10,720.97	\$25,000.00	0.00		-14,279.03	42.88
Harbor Festival	\$15,660.31	\$12,000.00	0.00	30.00	3,660.31	130.50
Ground Rent	\$20,631.63	\$24,000.00	2,000.00	2,600.00	-3,368.37	85.97
Income / Mdco. County						
Taxes	\$93,792.70	\$150,000.00	0.00		-56,207.30	62.53
Interest Income	\$39,127.91	\$52,000.00	0.00		-12,872.09	75.25
Late Fees	\$292.35	\$2,000.00	166.67	0.00	-1,707.65	14.62
Other Grant Proceeds	\$25,655.80	\$90,000.00	7,500.00	1,002.70	-64,344.20	28.51
Park & Launch	\$18,689.80	\$30,000.00	2,500.00	1,514.12	-11,310.20	62.30
Slip Rental Contract	\$231,673.16	\$420,000.00	35,000.00	37,013.34	-188,326.84	55.16
Slip Rental Transient	\$51,283.09	\$60,000.00	5,000.00	2,412.18	-8,716.91	85.47
Total Income	\$517,359.02	\$883,000.00	53,666.67	\$47,133.41	-\$365,640.98	58.59
Expense						
Advertising Expense	333.51	\$1,000.00	83.33	0.00	-666.49	266.84
Communications Expense	\$2,668.43	\$4,000.00	333.33	233.39	-1,331.57	66.71
Deferred Maintenance	\$29,058.78	\$5,000.00	416.67	3,900.00	24,058.78	581.18
Dues and Subscriptions Exp	\$8,779.33	\$17,000.00	1,416.67	313.99	-8,220.67	51.64
Emp. Health & Dental						
Insurance	\$24,736.87	\$40,800.00	3,400.00	0.00	-16,063.13	60.63
Fuel Expense	\$1,504.04	\$4,000.00	333.33	354.39	-2,495.96	37.60
Harbor Festival	\$4,391.61	\$4,000.00	0.00	0.00	391.61	109.79
Insurance Property &						
Liability	\$264,749.27	\$265,000.00	0.00	0.00	-250.73	99.91
Legal and Professional Fees	\$17,046.00	\$24,000.00	2,000.00	2,268.25	-6,954.00	71.03
Office Expense	\$9,567.55	\$10,000.00	833.33	2,403.30	-432.45	95.68
Operating Supplies	\$3,661.84	\$5,000.00	416.67	493.90	-1,338.16	73.24

July 1 2024-Jan 31 2026

Budget to Date

Payroll Tax Expense	\$15,913.76	\$18,000.00	1,500.00	842.26	-2,086.24	88.41
Power	\$35,985.45	\$56,000.00	4,666.67	4,005.28	-20,014.55	64.26
Repairs & Maintenance	\$23,262.42	\$40,000.00	3,333.33	6,872.38	-16,737.58	58.16
Sep. Ira	\$12,232.40	\$21,000.00	1,750.00	2,685.18	-8,767.60	58.25
Taxes & Assessments	\$4,712.25	\$2,000.00	0.00	0.00	2,712.25	235.61
Travel and Conferences	\$2,956.14	\$2,000.00	166.67	176.99	956.14	147.81
Utilities Expense	\$33,679.03	\$65,000.00	5,416.67	5,049.69	-31,320.97	51.81
Wages Expense	\$160,349.35	\$227,000.00	18,916.67	11,010.04	-66,650.65	70.64
Total Expense	\$655,254.52	\$810,800.00	\$44,983.33	40,609.04	-155,545.48	80.82
Net Income	-\$137,895.50	\$72,200.00	\$8,683.33	\$6,524.37	-\$210,095.50	

Date	Payee	Category	Total
01/31/2026	Blue Shield of California	Emp. Health & Dental Insurance	\$3,615.05
01/30/2026	Akeff Construction Services, Inc.	EDD Project	\$281,970.69
01/30/2026	West Business Development Center	EDD Project	\$58,088.85
01/27/2026	Constant Contact	Dues and Subscriptions Exp	\$457.64
01/27/2026	Quickbooks	Dues and Subscriptions Exp	\$410.40
01/27/2026	CA EDD	CA SUI / ETT	(\$127.92)
01/25/2026	Chevron	Fuel Expense	\$68.71
01/24/2026	Amazon	Repairs & Maintenance	\$70.11
01/22/2026	Google	Office Expense	\$9.99
01/22/2026		Repairs & Maintenance	\$64.84
01/22/2026	Uline	Oil Spill Response 2022-23	\$3,085.73
01/22/2026	Uline	Oil Spill Response 2022-23	\$1,941.75
01/22/2026	CA EDD	CA PIT / SDI	(\$453.52)
01/22/2026	IRS	Federal Taxes (941/943/944)	(\$2,276.56)
01/20/2026	QuickBooks Payroll	QuickBooks Tax Holding Account	(\$3,619.73)
01/18/2026	Amazon	Office Expense	\$53.93
01/16/2026	Hare Creek Nursery & Power EQ	Repairs & Maintenance	\$88.45
01/16/2026	The Sign Shop	Office Expense	\$1,881.10
01/16/2026	Pace	Repairs & Maintenance	\$119.67
01/16/2026	P.G. & E.	Power	\$124.87
01/16/2026	P.G. & E.	Power	\$4,949.94
01/16/2026	Cadmium Creations	--Split--	\$9,853.21
01/16/2026	James A. Jackson	Legal and Professional Fees	\$1,245.50
01/16/2026	P.G. & E.	Power	\$142.24
01/16/2026	WAXIE SANITARY SUPPLY	Repairs & Maintenance	\$854.65
01/16/2026	O'Reilly Auto Parts	Repairs & Maintenance	\$12.01
01/16/2026	SHN Engineers & Geologists	--Split--	\$16,727.35
01/16/2026	Rossi's Building Materials	Repairs & Maintenance	\$1,295.28
01/16/2026	The Rental Place FB	Repairs & Maintenance	\$350.35
01/16/2026	P.G. & E.	Power	\$3,166.52
01/15/2026	QuickBooks Payroll	QuickBooks Tax Holding Account	(\$490.92)
01/14/2026		Fuel Expense	\$61.68
01/12/2026	North Star Ice	Repairs & Maintenance	\$750.00
01/10/2026	Verizon Wireless	Office Expense	\$35.46
01/09/2026	Adobe	Dues and Subscriptions Exp	\$19.99
01/08/2026	Amazon	Office Expense	\$49.60

01/07/2026	CA EDD	CA PIT / SDI	(\$569.56)
01/07/2026	IRS	Federal Taxes (941/943/944)	(\$2,718.32)
01/06/2026	Online Labels	Office Expense	\$341.47
01/06/2026	Mendocino Community Network	Communications Expense	\$177.95
01/06/2026	Yahoo Mail	Dues and Subscriptions Exp	\$5.00
01/06/2026	Backblaze	Dues and Subscriptions Exp	\$18.00
01/05/2026	QuickBooks Payroll	QuickBooks Tax Holding Account	(\$4,308.22)
01/04/2026	Red Rhino	Fuel Expense	\$44.04
01/03/2026	City of Fort Bragg (1)	Utilities Expense	\$90.03
01/03/2026	City of Fort Bragg (1)	Utilities Expense	\$1,263.22
01/03/2026	City of Fort Bragg (1)	Utilities Expense	\$219.32
01/03/2026	City of Fort Bragg (1)	Utilities Expense	\$59.46
01/03/2026	City of Fort Bragg (1)	Utilities Expense	\$39.08
01/03/2026	Blue Shield of California	Emp. Health & Dental Insurance	\$3,615.05
01/03/2026	Edward Jones	Sep. Ira	\$486.21
01/03/2026	City of Fort Bragg (1)	Utilities Expense	\$49.27
01/02/2026		Dues and Subscriptions Exp	\$121.00
01/02/2026	Mountain Fresh	Office Expense	\$8.75
01/01/2026	Franklin Templeton	Sep. Ira	\$406.56
01/01/2026	Akeff Construction Services, Inc.	EDD Project	\$45,671.25
01/01/2026	Progressive	Insurance Property & Liability	\$1,063.88
01/01/2026	Rhoads Auto Parts	Repairs & Maintenance	\$230.51
01/01/2026	Cadmium Creations	EDD Project	\$12,500.00
01/01/2026	WAXIE SANITARY SUPPLY	Operating Supplies	\$463.43
01/01/2026	Anna Neumann	Travel and Conferences	\$883.93

Noyo Harbor District

Paycheck history report

Paychecks from Jan 01, 2026 to Jan 31, 2026 for all empl

Pay date	Total pay	Net pay
01/15/2026	\$ 835.60	\$ 736.27
01/15/2026	\$ 2,710.40	\$ 2,135.70
01/15/2026	\$ 3,241.42	\$ 2,461.68
01/15/2026	\$ 2,089.73	\$ 1,771.01
01/15/2026	\$ 1,232.51	\$ 1,048.32
01/01/2026	\$ 1,065.39	\$ 917.45
01/01/2026	\$ 2,956.80	\$ 2,290.21
01/01/2026	\$ 3,241.42	\$ 2,461.68
01/01/2026	\$ 2,994.24	\$ 2,396.10
01/01/2026	\$ 1,336.96	\$ 1,128.49



Noyo Harbor District Agenda Item Summary

Meeting Date:	2/12/2026
Item Number:	2
Title:	Mid-Year budget review
Recommended Action:	Approval or Direction

Analysis

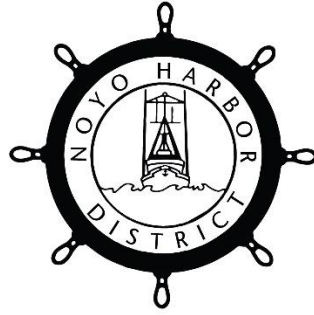
Attached is the mid-year budget review with actual expenditures projected out to the end of the fiscal year. The Harbormaster updated the proposed budget accordingly.

The largest changes is that the deferred maintenance projects are no longer shown in the operations and maintenance budget but on the front page. With the addition of the icehouse to the Harbor District's business portfolio having a single page that shows all the expenses and revenues will better serve the commissioners in seeing the overall net position of the District across the fiscal year.

Fiscal Impacts

Attachments

Mid-Year Budget Review



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Mid 25/26Fiscal Year Overview

Chase Checking	\$187,386.65
Chase Savings	\$44,175.75
LAIF	\$1,062,682.43
Total Funds	\$1,294,244.83

Revenues	Projected Amounts
Oppering Budget	\$928,700.00
Icehouse	\$112,000.00
Total	\$1,040,700.00

Expenses	
Oppering Budget	\$920,440.00
Icehouse	\$104,400.00
Deferred Maintance Allocated	\$75,000.00
Total	\$1,099,840.00

Overall net position	(\$59,140.00)
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Noyo Harbor District (NHD)

Fiscal Year July 1-June 30th

	Actual Revenue 2022/2023	Actual Revenues 2023/2024	Actual Revenues 2024/2025	Proposed Budget 2025/2026	YTD 2025/2026	Projected Revenues 2025/2026	Amended Budget 2025/2026
Revenues							
Slip Rental - Contract	453,476.26	421,204.35	445,589.49	420,000.00	231,673.16	463,346.32	450,000.00
Slip Rental - Transient	47,039.04	46,569.57	85,751.19	60,000.00	51,283.09	75,000.00	68,000.00
Park & Launch	22,906.56	35,290.00	24,195.71	30,000.00	18,689.80	22,000.00	22,000.00
Ground Rent	34,342.08	19,600.00	19,031.67	24,000.00	20,631.63	31,800.00	33,100.00
Encroachment Leases	14,218.75	24,759.00	24,157.03	25,000.00	10,720.97	24,000.00	24,000.00
Electric	958.54	13,418.45	15,149.61	18,000.00	9,831.30	19,662.60	18,000.00
Late Fees	30.00	2,771.11	2,280.61	2,000.00	292.35	584.70	600.00
Income -Marina Based	572,971.23	563,612.48	616,155.31	579,000.00	343,122.30	636,393.62	615,700.00
Harbor Festival	7,712.29	2,362.00	14,603.12	12,000.00	15,660.31	16,000.00	15,000.00
Property Tax Rev-Current	120,408.53	130,807.64	146,539.40	150,000.00	93,792.70	160,000.00	160,000.00
Interest Income	25,737.87	49,433.58	89,260.62	52,000.00	39,127.91	55,000.00	55,000.00
Local Coastal Program Update- City Of Fort Bragg		200.00	22,872.50	20,000.00	3,465.00	5,265.00	3,000.00
Economic Development Department			71,174.87	50,000.00	18,281.42	18,281.42	20,000.00
State Coastal Conservancy			1,693.61	20,000.00	15,138.38	40,138.38	60,000.00
Other Revenues	153,858.69	182,803.22	346,144.12	304,000.00	185,465.72	294,684.80	313,000.00
Total Revenues	726,829.92	746,415.70	962,299.43	883,000.00	528,588.02	931,078.42	928,700.00

Expenses	Actual Expense 2022/2023	Actual Expense 2023/2024	Actual Expenses 2024/2025	Proposed Budget 2025/2026	YTD 2025/2026	Project Expenses 2025/2026	Amended Budget 2025/2026
Payroll and Employee Burdens							
Wages Hourly 3 F.T. 2 P.T.	115,033.29	116,839.96	192,130.31	271,000.00	160,349.35	320,698.70	300,000.00
Emp. Health & Dental Insurance	22,933.02	28,722.00	40,046.65	40,800.00	24,736.87	49,473.74	43,920.00
Sep. Ira	7,641.67	8,421.36	17,578.01	21,200.00	12,232.40	24,464.80	21,200.00
Payroll Tax Expense	15,459.44	14,569.18	67,728.51	17,939.26	15,913.76	31,827.52	18,000.00
Employee Totals	161,067.42	168,552.50	317,483.48	350,939.26	213,232.38	426,464.76	383,120.00
Utilites							
Utilities Expense (Trash/Water)	66,332.11	67,371.09	70,364.63	65,000.00	33,679.03	67,358.06	65,000.00
Power Marina	53,105.79	55,056.01	54,294.24	56,000.00	35,985.45	71,970.90	56,000.00
Utilities	119,437.90	122,427.10	124,658.87	121,000.00	69,664.48	139,328.96	121,000.00
Insurance Property & Liability	266,203.25	221,587.21	261,583.82	265,000.00	264,749.27	264,749.27	265,000.00
Legal and Professional Fees							
Legal	13,193.48	16,450.00	9,003.45	10,000.00			10,000.00
Consultant	38,291.91	18,776.00	10,678.80	6,000.00			20,000.00
Auditor	8,000.00	4,025.00	8,275.00	8,000.00			10,000.00
Legal and Professional Totals	59,485.39	39,251.00	28,034.25	24,000.00	17,046.00	34,092.00	40,000.00

	Actual Expense 2022/2023	Actual Expense 2023/2024	Actual Expenses 2024/2025	Proposed Budget 2025/2026	YTD 2025- 2026	Project Expenses 2025/2026	Amended Budget 2025/2026
Office and Admin Expenses							
Office Expense	12,399.46	7,887.92	10,390.98	10,000.00	9,567.55	15,000.00	15,000.00
Office Equipment		760.00	0.00	1,200.00	0.00	0.00	500.00
Conferences & Meetings	4,541.15	1,750.00	1,087.08	2,000.00	2,956.14	5,912.28	4,000.00
Dues and Subscriptions Exp	12,104.20	10,958.91	16,537.59	17,000.00	8,779.33	17,558.66	18,000.00
Advertising Expense	1,435.88	295.80	687.52	1,000.00	333.51	667.02	700.00
Communications Expense	4,737.61	4,265.75	4,308.56	4,000.00	2,668.43	5,336.86	4,000.00
Taxes & Assessments	4,622.82	1,472.00	10,006.57	2,000.00	4,712.25	4,712.25	4,720.00
Harbor Festival			4,055.93	4,000.00	4,391.61	4,391.61	4,400.00
Office and Admin Expenses	39,841.12	27,390.38	47,074.23	41,200.00	33,408.82	53,578.68	51,320.00
Grounds							
Repairs & Maintenance	27,493.50	39,481.13	39,164.60	40,000.00	23,262.42	41,000.00	40,000.00
Operating Supplies	5,834.23	4,059.16	6,592.99	5,000.00	3,661.84	7,323.68	5,000.00
Equipment Purchase			6,088.74	2,000.00	0.00	0.00	2,000.00
Equipment Expense			0.00	3,000.00	0.00	0.00	3,000.00
Fuel Expense	4,156.61	3,128.21	3,065.81	4,000.00	1,504.04	3,008.08	4,000.00
Deferred Maintenance	29,126.17		2,194.40	5,000.00			0.00
Maintenance & Repairs	66,610.51	46,668.50	57,106.54	59,000.00		51,331.76	54,000.00
Grant Matches							
Save Grant	0.00	2,271.45	0.00	0.00	0.00		6,000.00
Grant Expenses	0.00	2,271.45	0.00	0.00	0.00	0.00	6,000.00
Total Expenses	712,646	628,148	835,941	861,139	598,101	969,545.43	920,440.00
Net Income	14,184.33	118,267.56	126,358.24	21,860.74	(69,512.93)	-38,467.01	8,260.00

Deferred Maintenance Projects Budgets

Vessel Removal and Abatement

Total Allocated	70,000
Total Spent	11803.78
Remaining	58,196

Re-Roofing of Bathrooms and Shop

Total Allocated	15,000
Total Spent	17,255.00
Remaining	-2,255.00

Piling Repair Project

Total Allocated	55,000
Total Spent	0
Total Remaining	55,000

Expected Reimbursement

City of Fort Bragg	\$1,850.00
CERF	\$404,800.00
Donna J Tusnami Damage**	\$27,606.75
SCC Marina Redevelopment	\$0.00
FEMA 4683**	\$74,405.00
Oil Spill Abatement Grant	\$5,000.00
Total	\$513,661.75

** Number does not include staff time or indirects



Noyo Harbor District Agenda Item Summary

Meeting Date:	2/12/2026
Item Number:	3
Title:	Icehouse Project
Recommended Action:	Approval or Direction

Analysis

As the Icehouse project comes to completion the Harbor Office will begin to operate the system as part of daily services for the commercial and recreational fishing fleets.

The Harbor Office would like to icehouse hours to be similar to office hours with ice available Monday-Friday from 8am-5pm and on weekends by appointment, appointments can be made by calling the Harbor office. Harbor staff will also commit to staffing the icehouse on busy weekends as needed to ensure the recreational fleet has access to ice (tuna weekends or salmon weekends).

The Harbor Office has also taken an initial effort to estimate volumes of ice sold over the year and potential expenses to set an initial price point for sales. Some expenses are already known like Quarterly Ammonia service inspections and insurance, whereas others are still largely unknown like water and electricity. For this budgeting the Harbor office looked at similar systems in the Harbor and in other harbors to attempt to estimate monthly or annual expenses. Some staff time also included in the budget for staffing busy weekends.

The Harbor Office also tried to estimate the total annual sales in tons based off estimated number of fishing trips and the average amounts of ice used on each trip for the drag fishing fleet alone. These numbers do not estimate any ice sales if the salmon season opens. These estimates also do not reflect the sales of single totes of ice for fish packing or urchin processing. Single totes of ice will likely also be sold at a different price than bulk ice and the office is unsure of where that price break should occur and how many pounds of ice that would equate to.

The largest start up service that was unanticipated is the ammonia compliance work. APCCO is currently working with the Harbormaster to ensure the system is safe, permitted via the County of Mendocino's Certified Unified Program Agencies (CUPAs). CUPAs in California regulate facilities storing large quantities of ammonia (especially anhydrous ammonia for refrigeration) under the California Accidental Release Prevention (CalARP) program. These agencies enforce safety, oversee Risk Management Plans (RMPs), and ensure compliance with hazardous material regulations to prevent, detect, and respond to accidental releases. APCCO is also responsible for developing system checklists that Harbor staff can use daily for reporting and standard operation procedures to enact if an accidental release occurs. APCCO will also assist Harbor staff in any training they need to ensure checks are done correctly. Overall, this work was quoted for \$7,000 and the Harbor will try to write a portion off into the EDD grant, however that might not be possible.

Once the systems are developed by APCCO Harbor staff will be able to maintain the ammonia certifications in house with the acceptance of quarterly checks which must be done by a certified ammonia specialist.

Aside from the APCCO start up costs the Harbor Office would also like to purchase an ice storage unit for the sale of bagged ice on normal fishing weekends and for others that might want a 10-20# bag of ice. The sale of bagged ice on weekends would be on the honors systems with camera's watching and locked at night. Ice storage systems run about \$4,000 for a 50 bag system. Staff can make ice bags on Friday afternoon with leftover ice from the week. The Harbor office would also like to purchase 1-2 insulated ice totes for storage of ice and to rent to folks for events and generally have on hand. Ice totes range from \$600-\$1000 each. The Harbor office also purchased a 100ft flexible ice hose for the vessel delivery system. Again, some of these "wish list" items will hopefully be written off into the grant with any extra funds available.

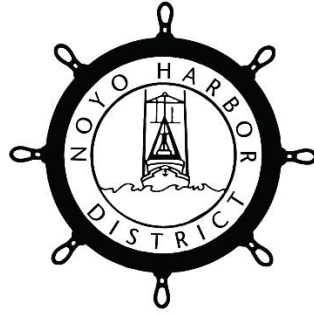
Annual sales (tons)	600
Price per ton	\$180
Annual bag sales	400
Annual bag sales	\$10

	Annual	Monthly
Revenues		
Bulk Ice	\$108,000.00	\$9,000.00
Ice Bags	\$4,000.00	\$333.33
Total	\$112,000.00	9,300.00
Expenses		
Quarterly Ammonia Inspections	\$20,000.00	\$1,666.67
Insurance	\$10,000.00	\$833.33
Electricity	\$48,000.00	\$4,000.00
Water	\$7,200.00	\$600.00
Maintenance	\$12,000.00	\$1,000.00
Staff	\$7,200.00	\$600.00
Total Expenses	\$104,400.00	\$8,700.00
Total	\$7,600.00	633.33

Fiscal Impacts

The overall fiscal impacts of the icehouse are also shown on within the budget packet and the District should closely watch this new service in it's first few months and adjust as needed.

Attachments



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Noyo Harbor District Agenda Item Summary

Meeting Date:	2/12/2026
Item Number:	4
Title:	FEMA representative designation
Recommended Action:	Approval or Direction

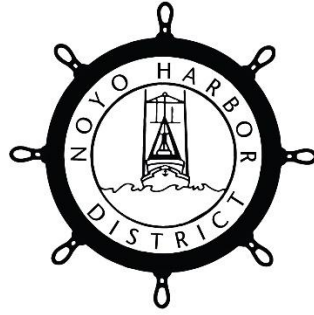
Analysis

The following designation is required to allow the Harbormaster, Chair or Vice Chair to sign for and submit reimbursements and project reporting to FEMA for the obligation of disaster funds.

Fiscal Impacts

Attachments

Designation of Applicant's agent



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Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☐ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ____ day of _____, 20 ____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the _____
(Governing Body)

of the _____ on the _____ day of _____, 20 ____.
(Name of Applicant)

(Signature)

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



Noyo Harbor District Agenda Item Summary

Meeting Date:	2/12/2026
Item Number:	5
Title:	Resolution of Honor
Recommended Action:	Approval or Direction

Analysis

The resolution is being presented by Commissioner Weaver and Harbormaster Neumann to honor the work of Dan Platt. Dan's dedication to the Noyo Harbor District and fishing industry in Fort Bragg and across the state of California should be recognized and celebrated.

Commissioner Weaver and Harbormaster Neumann requested a similar resolution be placed on the Mendocino County BOS agenda and City Council agenda.

Fiscal Impacts

Attachments

Resolution 2026-1



Jim Hurst
Chair

Richard Shoemaker
Vice Chair

Dan Platt
Commissioner

Grant Downie
Commissioner

Domenick Weaver
Commissioner

Anna Neumann
Harbormaster

RESOLUTION 2026-1 HONORING DAN PLATT

FOR A LIFETIME OF SERVICE TO THE COMMERCIAL FISHING INDUSTRY, MARITIME TRADES, THE CITY OF FORT BRAGG, MENDOCINO COUNTY AND THE NOYO HARBOR COMMUNITY

WHEREAS, Dan Platt has been a commercial fisherman for his entire working life, beginning at the age of eleven when he first went to sea as a deckhand for his father, Buzz Platt, primarily fishing for salmon; and

WHEREAS, since the early 1970s, Dan Platt has worked aboard numerous vessels and participated in nearly every major fishery along the Pacific Coast; and

WHEREAS, in California, Dan Platt has fished for herring, salmon, crab, albacore, black cod, live rock cod, groundfish, and slime eels, demonstrating exceptional versatility and commitment to sustainable commercial fishing; and

WHEREAS, in Alaska, Dan Platt further expanded his experience by long-lining for black cod and halibut, as well as participating in commercial diving operations for sea urchins and sea cucumbers; and

WHEREAS, Dan Platt's longest-held crew position was aboard the *Sea Valley II* under Captain Johnny Figuerido, reflecting his dedication, skill, and reliability as a professional fisherman; and

WHEREAS, following his retirement as a crewman, Dan Platt continued his maritime career as a vessel owner, first operating a small boat for diving and live rock cod fishing, and later purchasing the 36-foot *F/V Zhivago*, which he used for long-lining, crab, and salmon fishing; and

WHEREAS, Dan Platt became a certified commercial diver and founded Dan's Diving Service, earning widespread respect for providing essential underwater repair services to

commercial fishing vessels, particularly during crab seasons when entangled lines and propeller damage were common; and

WHEREAS, through this work, Dan Platt also contributed to salvage and construction projects in the Noyo River in cooperation with the U.S. Coast Guard and Harbor authorities, further supporting maritime safety and infrastructure; and

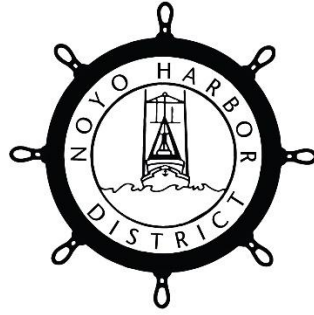
WHEREAS, approximately seven years ago, Dan Platt expanded his contributions to the waterfront by founding Noyo Harbor Tours, offering educational and environmentally friendly tours aboard an electric Duffy boat, sharing stories, history, and wildlife knowledge with residents and visitors alike; and

WHEREAS, Dan Platt has generously shared his extensive firsthand knowledge of the fishing industry through public service, including serving as President and Board Member of the Salmon Trollers Marketing Association, participating in the California Nearshore Fishery Advisory Panel, serving as the Open Access representative on the Pacific Fisheries Management Council's Groundfish Advisory Panel, and serving as a Commissioner of the Noyo Harbor District; and

WHEREAS, Dan Platt's lifelong dedication, leadership, and service have strengthened the commercial fishing industry, preserved working waterfront traditions, and enriched the City of Fort Bragg, Mendocino County, and the Noyo Harbor community;

NOW, THEREFORE, BE IT RESOLVED that Noyo Harbor District hereby recognizes and honors **Dan Platt** for his lifetime of service, professionalism, and unwavering commitment to the commercial fishing industry, maritime trades, the City of Fort Bragg, Mendocino County and the Noyo Harbor community; and

BE IT FURTHER RESOLVED that this Resolution be entered into the official record as a lasting expression of appreciation and respect for Dan Platt's extraordinary contributions.



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Noyo Harbor District Agenda Item Summary

Meeting Date:	2/12/2026
Item Number:	6
Title:	Cal Inc
Recommended Action:	Approval or Direction

Analysis

The marina manager held a zoom call with Cal Inc and physically showed them the vessels and what needs to be removed on each vessel. With a better understanding of the project Cal Inc no longer thinks it will take 3 days per vessel, but 1-2 days per vessel. They did state that if the vessels were next to each other it would be easier and faster. Which is something that we can work on.

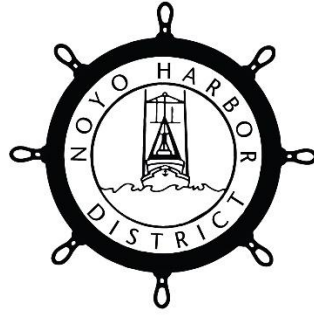
They were unwilling to sign a do not exceed style contract and are insistent on a time and materials contract.

Fiscal Impacts

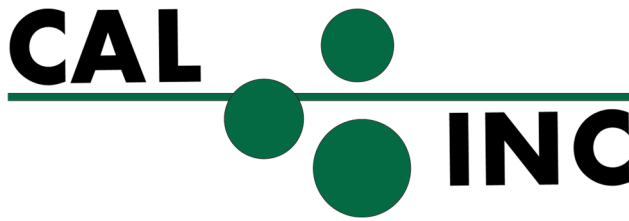
Within the mid-year budget review, we have still budgeted this process to cost \$35,000 to be on the safe side.

Attachments

Cal Inc proposal



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General Construction, Painting, Abatement, Demolition & Environmental Services

Corporate Office:

2040 Peabody Road
Vacaville, CA 95687
(707) 446-7996
(800) 359-4467
(707) 446-4906 fax
www.cal-inc.com

CSLB#:
657754

(A, ASB, B, C-13, C-21, C-22,
C-33, C-39, Haz,)

DOSH Reg. No. 482

DIR REG#: 1000003209

Local 67 Abatement Union
MBE Certified



January 8, 2026

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

marina@noyoharbordistrict.org email
(707) 624-6010 phone

PROPOSAL FOR: Noyo Harbor District - Asbestos and Lead Paint Removal
LOCATION: 19101 S Harbor Dr. Fort Bragg, CA 95437
DUE DATE: 1/8/2026
BID EXPIRATION:

Dear Noyo Harbor District,

This letter presents CAL INC's proposal for the work described below at the above referenced facility. CAL INC proposes to provide services in accordance with the following pricing schedule:

Item Description	Qty.	Unit	Unit Price	Total
Daily Rate Lead Paint Stabilization & Asbestos Removal (Estimated 3 Days per Boat or Total of 9 Days on Site)	1	Daily	\$3,353	\$TBD
Transportation and Disposal of Lead & Asbestos Waste (One Time Charge)	1	LS	\$4,175	\$4,175
Per Mobilization	1	LS	\$1,928	\$1,928
TOTAL:			\$TBD	

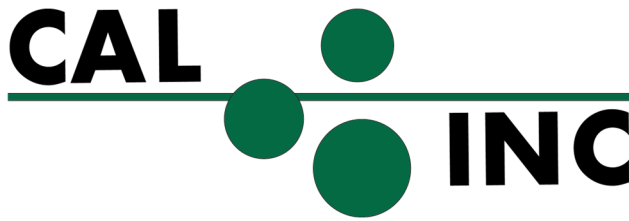
Scope of Work:

Project Overview: CAL INC, a licensed and certified asbestos and demolition contractor, proposes to provide all necessary labor, materials, equipment, and supervision required to perform the removal and proper disposal of designated items as described in the Scope of Work. All work will be conducted in strict accordance with applicable local, state, and federal regulations, including Cal/OSHA, EPA, DTSC and AQMD requirements where applicable.

Scope of Work: CAL INC to provide lead paint stabilization and asbestos removal on three boats per the photos sent on 11-4-25.

Lead paint stabilization consists of removing flaking and peeling paint, prior to demolition. CAL INC crew will lay poly on the ground and cordon off the work area with Lead Caution Tape and Lead Signs, and proceed to remove flaking and peeling paint, with hand tools, such that the remaining paint on the boats will be intact. There is minimal asbestos on all 3 boats. There is 28 LF of asbestos mastic on the Captain Hook, 80 SF of asbestos floor tile on the Miss Smith, and on the Empress 2 LF of an asbestos cloth gasket, 50 LF of a gasket with asbestos tar, and 8 LF of asbestos tar wrap.

Once lead stabilization and the asbestos has been completed, the customer may proceed with demolishing and disposing of the boats.



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(A, ASB, B, C-13, C-21, C-22,
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DIR REG#: 1000003209
Local 67 Abatement Union
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Bid assumes that the three boats will be out of the water and made accessible to our crews such that we can reach all areas of the boats. If the boats remain in the water, we will not be able to scrape any of the exterior of the boat.

Based on the size and condition of the boats we are estimating 3-4 days per boat to complete the lead stabilization and asbestos removal.

Final billing will be based on the number of days on site.

Bid also includes the transportation and disposal of asbestos containing materials and lead waste generated by the stabilization process.

Removal Activities: CAL INC will remove and dispose of the specified materials, as outlined in the specifications and plan sheets referenced above, using hand tools and approved demolition equipment. All work will be performed in a way that minimizes dust and prevents the release of hazardous fibers or particles.

Handling and Disposal: Waste will be transported to an approved disposal or recycling facility by licensed haulers. CAL INC will maintain full documentation of waste manifests and disposal certificates for submission to the client upon project completion.

Health & Safety: CAL INC will follow a site-specific Health and Safety Plan (HASP), which includes appropriate PPE, decontamination procedures, and air monitoring where applicable. All work will be performed by trained and certified personnel under the supervision of a competent person in accordance with regulatory standards.

Includes asbestos & lead paint chip disposal only. Excludes removal of the actual boat/ship itself. Work will be scheduled during normal business hours unless otherwise arranged with the client.

Client Responsibilities: Ensure clear access to the work area. Notify building occupants of scheduled work and any temporary access restrictions. Address any non-asbestos-related building issues that may affect project safety or timeline.

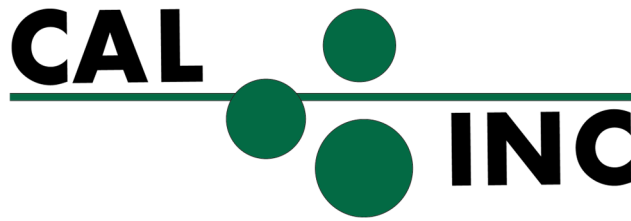
Capabilities Statement:

CAL INC / CALINC Training, LLC.

CAL INC - CSLB License No. 657754

A, B, C-13, C-21, C-22, C-33, C-39, ASB, HAZ

CAL INC - DOSH Registration No. 482



General Construction, Painting, Abatement, Demolition & Environmental Services

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C-33, C-39, Haz,)

DOSH Reg. No. 482

DIR REG#: 100003209

Local 67 Abatement Union

MBE Certified



NAT-19569-1



CALINC - EPA Lead-Safe Firm No. NAT-19569-2

CAL INC - SSPC Member ID No. 67930

The Society for Protective Coatings

Protective Coatings Inspector - Level 1 & 2 Certification

CAL INC - Minority Business Enterprise (MBE) Certified

CAL INC - Golden Shovel Certified

PG&E Contractor Safety Program

ISN Participation for Safety

CAL INC - Signatory to Local 67 Laborers Union

Abatement Laborers Only

Service Areas

Central and Northern California

Select Projects in Southern California

Call for a free estimate today! 707-446-7996

Types of Jobs We Work on:

Schools, Bridges, National Parks, Federal Government & Military Sites, Homeless Encampments, Private and Commercial Office Buildings, Residential Homes and Apartment Complexes, Manufacturing Plants and Facilities.

Environmental Remediation

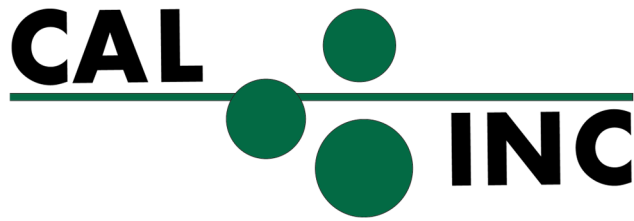
Asbestos Removal, Lead Paint, Stabilization

Fire Debris Removal/Clean-up

Pre-Demo Abatement, DOSH Demo

Mold Remediation

Hazardous Waste Disposal & Transportation



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Environmental & Safety Training

Asbestos, Lead, HAZWOPER, OSHA,
Confined Space, Mold & More!
On-Site & Open Enrollment
Virtual Training

Environmental Consulting

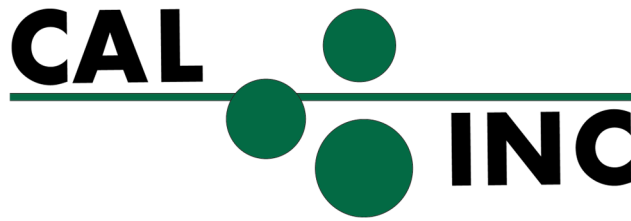
Asbestos Testing
Lead Testing
Mold Testing
Storm Water (SWPPP) Compliance
Phase I Environmental Site Assessments
Phase II Environmental Site Assessments
Clearance & Abatement Oversight/Monitoring

Commercial & Industrial Coatings

Industrial Buildings
Factories & Warehouses
Pre-Fab Buildings Metal Walls & Roofs

Terms and Conditions of Agreement

1. Scope and Price of Contract: Customer agrees to pay for any and all of the following goods and/or services under the terms and conditions set forth herein: Rental and Purchase of Equipment, Labor, Management, and Field Technical Support. The Contract includes these Terms and Conditions and the attached proposal and documents incorporated into the attached proposal. CAL INC will provide the specific materials, equipment and/or services to Customer at the price set out in the attached proposal and these Terms and Conditions.
2. Contract Effectiveness: Any price quotation as set out in the attached proposal is valid for ninety (90) days from the date of the proposal. The Contract is conditional upon CAL INC's credit approval of Customer.
3. Temporary Facilities and Other Support Items. Customer shall provide and pay for: flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights, and any other similar items that may be required by law; electrical power, lighting, and other utilities; washrooms, dumpsters, lunch areas, toilets, parking; security for the jobsite.



General Construction, Painting, Abatement, Demolition & Environmental Services

Corporate Office:

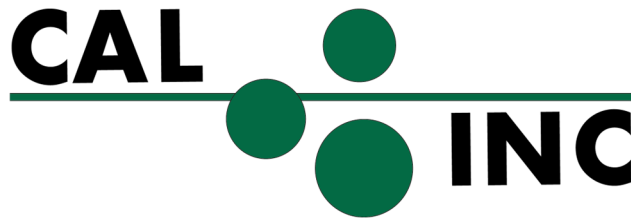
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C-33, C-39, Haz.)
DOSH Reg. No. 482
DIR REG#: 1000003209
Local 67 Abatement Union
MBE Certified



4. Substitution of Materials or Equipment: In the event the materials or equipment set forth in CAL INC's proposal are unavailable in time to support the Customer's schedule for the work, CAL INC reserves the right to substitute materials or equipment which can perform the same function.
5. Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law.
6. Price: The price for materials, equipment or services shall be inclusive of all taxes and any costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased as a result of:
 - a) any increase in any wage rates including, but not limited to, any collective bargaining agreement to which CAL INC is a party as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
 - b) any equipment damaged or lost pursuant to Paragraph 7 of these Terms and Conditions;
 - c) any additional materials, equipment or services provided pursuant to Paragraph 8 of these Terms and Conditions;
 - d) any other charges for which Customer may be responsible under these Terms and Conditions.
7. Loss or Damage to Materials or Equipment: The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for all purposes of this Agreement from the time it is received by the Customer until the time that the materials or equipment has been returned to CAL INC's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at CAL INC's then current list price or such other rate agreed between CAL INC and Customer in writing, at the time such loss or damage is discovered by CAL INC.
8. Extra or Additional Materials, Equipment or Services: CAL INC's price is based upon the drawings, documents and information set forth in the attached proposal. Any additional services, equipment or materials required or requested by the Customer will be billed as an extra or additional cost at the rates set out in the attached proposal or as otherwise agreed in writing by the parties.
9. Payment: Payment for technical, materials or equipment rented or purchased on public works projects shall be due CAL INC 30 days after the date of invoice. Payment is due upon completion for all others. These terms are valid unless otherwise agreed to by CAL INC in writing. All late payments shall bear interest calculated at the rate of 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision in the contract documents, CAL INC's payment for work shall not be conditional in any way upon receipt of payment from the Owner.
10. Default and Termination: Should the Customer fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Customer shall be in default. Upon default, CAL INC may, without notice and without



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prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the equipment and materials without notice and without becoming liable for trespass, and recover all monies due and owing to CAL INC, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. The Customer will pay on demand all such costs, charges, and expenses, including any and all reasonable legal costs and attorney fees paid by CAL INC retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to CAL INC by the Customer.

11. Entire Agreement: This Contract contains the full and entire agreement between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as are contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on CAL INC unless it is agreed to in writing by CAL INC. Commencement of performance shall be deemed the acceptance by Customer of this Contract.
12. Waiver of Consequential Damages, Liquidated Damages: Neither CAL INC nor Customer shall be responsible to each other for lost profits, indirect, incidental or consequential damages arising out of or relating to this contract. Notwithstanding any other provision in the contract documents, in no event shall CAL INC be responsible or liable for liquidated damages.
13. Notice: Any notice or other communication required to be given hereunder must be sent by (1) first class mail to addresses of the parties listed or any other address communicated in writing by one party to the other, or (2) by facsimile, or (3) electronic mail.
14. Waiver of Subrogation: To the extent that any loss or damage occurs at the project involving or related to CAL INC's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against CAL INC to recover for any loss, damage or injury.
15. Claims: All claims for losses, damages, back charges or offsets by Customer shall be submitted to CAL INC in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, CAL INC will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
16. Emergencies: In the event of an accident or situation involving death, bodily injury or product failure involving or related to CAL INC's materials, equipment or services, Customer agrees to immediately notify CAL INC. CAL INC shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
17. Technical Information: Where CAL INC has provided to Customer technical data, drawings, information or specifications for use of CAL INC materials or equipment, the following conditions will apply:

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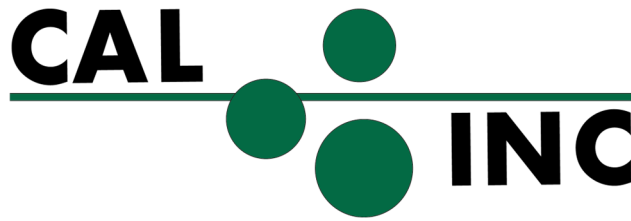
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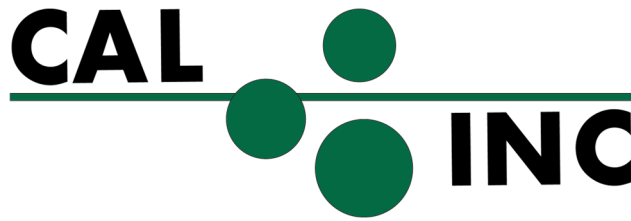
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- A) Customer agrees to defend, indemnify and hold CAL INC harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such technical information.
 - B) All technical information shall remain the property of CAL INC and may not be used on any other project of any kind and nature without the express written consent of CAL INC.
 - C) Assembly drawings will be charged out at \$55.00 per hour.
 - D) All notes, note sheets, specifications, and other information provided with CAL INC's drawings shall become part of this Contract.
18. **Damage Limitation.** Notwithstanding any other provisions of this contract, CAL INC is not liable for any loss, damages or injuries arising from or in connection with this contract to any persons or property except to the extent caused by the negligence of CAL INC. Without limiting the foregoing, it is specifically agreed that CAL INC is not liable for any loss or damage arising out of any one or more of the following:
- A) Unauthorized alteration or modification of material or equipment by Customer or any third party.
 - B) Overloading or inappropriate use of material or equipment by Customer or any third party.
 - C) Damage to material or equipment by third parties.
 - D) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot or unrest, strikes, labor disputes or any other cause beyond CAL INC's control.
 - E) Use of CAL INC material or equipment under design or Technical Information provided by Customer or any third party.
19. **Indemnity:** To the extent permitted by law, Customer shall defend, indemnify and hold harmless CAL INC against any and all claims, actions, expenses, damages, losses and liabilities, including attorney's fees and expenses, for personal injuries (including death) and/or property damage arising from or in connection with this contract and/or CAL INC's equipment and services, but only to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of Customer or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
20. **Compliance with Laws:** Customer agrees to observe and conform to all applicable governmental laws, rules and regulations and Customer shall defend and indemnify CAL INC for the Customer's failure to comply with such laws, rules and regulations. All parties agree that they will abide by provisions and regulations.
21. **Law of Contract:** The terms and provisions of the Contract shall be construed and enforced in accordance with the laws of the Province or State in which the Project is located.
22. **Title to Equipment:** Title to the materials and equipment, shall at all times and at all places, remain with CAL INC. The materials and equipment shall not, without prior written consent of CAL INC, be removed from the site designated by the Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. CAL INC shall



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have the right, at any time, to file or register its ownership, interest and/or title in or to the materials and equipment, and this Agreement as may be permitted by law.

23. **Standard of Performance:** CAL INC shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. CAL INC makes no representations, warranties, express or implied, in conjunction with these services. CAL INC shall not be responsible whatsoever for any claim or demand in respect to any Technical information, opinion, data, drawings or specifications which are not marked or stamped by a Professional Engineer engaged by CAL INC.
24. **Information Supplied by Others:** CAL INC shall be entitled to rely upon information supplied by or through Customer in performing its services. Customer warrants that the information supplied to CAL INC shall be accurate, complete, and appropriate for the Project and CAL INC's scope of work. Customer agrees to defend, indemnify and hold CAL INC harmless from, any and all costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to CAL INC.
25. **Scope of Services:** CAL INC shall provide services as outlined in the attached proposal. In the performance of these services, CAL INC shall supervise the work of its own employees and agents, only. CAL INC shall not supervise, direct, or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
26. **Access to the Work Site:** Customer shall obtain the necessary permits or permission for CAL INC to have access to the site, or to erect from adjoining property, if required. CAL INC shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to provide the following:
27. **Miscellaneous:** Customer is precluded from assigning the Contract in any manner whatsoever. Time shall be of the essence of this Contract. In the event any term, provision or condition of this Contract is held to be invalid, illegal, or unenforceable, it shall not affect the validity, illegality or enforceability of the remainder of the Contract. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors. Each party agrees to execute such further papers and documents that may be necessary to carry out the intent and purpose of this Rental/Sales contract and its provisions.
28. **ARBITRATION CLAUSE:** CAL INC and the Customer agree to conduct their relations under this contract on the basis of friendship, fair dealing and mutual respect. In the event, however, that any dispute or claim should arise out of or in connection with any matter, including the interpretation, enforcement, jurisdiction, performance or non-performance of this contract, CAL INC and the Customer agree to resolve such dispute or ambiguity expeditiously through discussion and consultation and, if necessary, through consultations at their highest management levels. In the event that a dispute or claim cannot be resolved through discussion and consultation, it shall be referred to binding arbitration in accordance with the commercial industry rules of the American Arbitration Association. The award of the

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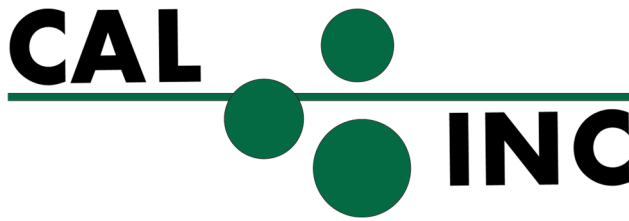
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arbitrators shall be final and binding, and shall be enforced in any court of competent jurisdiction.

29. Service Of Notice of Arbitration: The parties agree that service of any notices in reference to such arbitration at their addresses as given in this Contract (or as subsequently varied in writing by them) shall be valid and sufficient.
30. Damage for Delays: Notwithstanding any other provisions to the contrary, CAL INC may recover delay damages when the delays are caused by persons other than CAL INC or events beyond CAL INC's control.
31. Extra Work: CAL INC will not perform any extra work outside the work scope defined herein unless requested in writing by CUSTOMER. CUSTOMER agrees to reimburse CAL INC for all authorized extra work at the following rates; straight time at \$88.81, overtime at \$101.50, and double time at \$150.76 per hour, per man, plus rental for additional equipment and extra materials at cost plus 15%. Until a Change Order is in place, replacing these rates

Special Notes:

Upon acceptance of the proposal the attached Terms and Conditions hereof shall be binding and contractual

Due to project schedule possibly changing after award date, CAL INC will need confirmation of project schedule no less than 10-days **PRIOR TO** start date. Project Schedule will not be promised unless included with contract.

- If change order is requested, CAL INC requires a signed change order before work commences. If CAL INC does not receive an official change order, we will stop work until one is issued by a signed authorized representative of the company.
- CAL INC will be pre-bill for insurances, notifications and permits at the time of filing. Excludes new installation work, mechanical, electrical or plumbing work. Excludes anything not called out in the scope of work.
- Disposal (if applicable): Disposal cost provided is per drum/bin price or per estimated amount of drums/bins needed to complete scope. If additional bins/drums are required; additional fees will apply.
- If transport and disposal is included in CAL INC's proposal, CAL INC will transport and dispose/recycle materials per regulations. All materials costs and values associated with all debris and recycled materials are the responsibility of CAL INC and included in the proposal.
- Bid is limited to work identified on specific plan sheets or documents as noted in this proposal. Work does not include work indicated on other plan sheets that are referenced in key notes, etc. Work only includes plan sheets referenced in proposal. Bid does not include shoring, or engineering services.
- Bid based on M-F normal business hours.

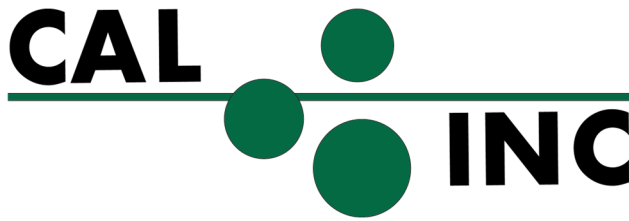
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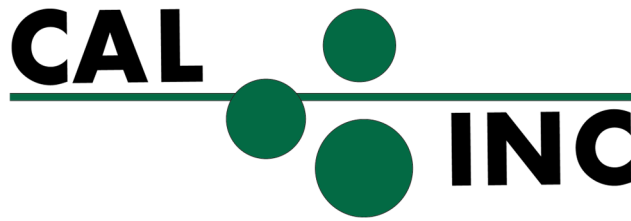
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Assumptions and Exclusions:

- **Acknowledges 0 Addenda**
- This Scope and proposal are to be included, and made part of the contract documents or Purchase Order issued to CAL INC.
- Includes: Labor, materials, equipment, and disposal costs.
- Includes the Following Insurance:
 - General Liability = \$6M occurrence/\$7M aggregate
 - Auto = \$1M
 - WC = \$6M
 - Professional liability = \$6M occurrence/\$7M aggregate
 - Pollution liability = \$6M occurrence/\$7M aggregate
- If additional insurance coverage is needed outside our normal limits a change order may apply.
- Includes CAL/OSHA Notification. Does not include 10-day AQMD notification unless specified in scope of work/pricing. If the project gets cancelled and a AQMD notification (10 day) has already been filed by us, CAL INC will be charged a cancellation fee, which will then be passed along to the client or general contractor
- Assumes Water and power are available or provided on site.
- Excludes anything not called out in scope of work.
- Excludes Perimeter Monitoring and/or Clearance Sampling.
- Excludes moving of any items prior to commencement of work.
- Excludes patch, repair, relocation or new work included in bid.
- Excludes Bonds & Builders Risk Insurance.
- Excludes Permits, Excludes Shoring
- Excludes anything not called out in scope of work.
- Excludes PLA or union agreements outside our Local 67/laborer union. Bid does not recognize any PLA or specific non asbestos union agreements. CAL INC will not be held to agreements with others unless specifically signed for by CAL INC by job
- Work must complete within 6 months to maintain these rates if over, change order for revised union rates may apply.
- Due to extreme weather conditions, CAL INC may start at an earlier or later time in the day. If this happens during the project, CAL INC is not liable for the delay as the delay is due to safety measures taken during these extreme conditions.
- This Proposal is based on one mobilization. If additional mobilization is needed a change order may apply.
- Parking must be available for workers onsite. Parking will be charged at cost plus 5% if not provided



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- Payment is due at NET 30 for all public works projects. Payment is due upon completion for all others.
- Retention / Holdbacks: CAL INC shall not be subjected to any retention or holdback from our payment, unless expressly required by law. If required: Retention shall be paid at NET 30 from CAL INC's completion of work. Furthermore, will not exceed a year from work performed.
- Once job commences, CAL INC will bill for the mobilization & permit fees
- CAL INC will provide weekly progress billings

If any of the assumptions below are related to or mentioned in a line item or scope in our proposal the following assumptions applies:

- **For Paint work:** CAL INC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site
- **Cont. Paint Work:** It is the Owners/GC responsibility to notify all persons of the activity of work being performed. CAL INC will not be responsible for any overspray within 900 feet of the working area.
- **Cont. Paint work:** CAL INC is not responsible for the transportation/ disposal of paint cans with paint remaining. Paint cans with left over paint will be left on site
- **Cont. Paint Work:** CAL INC is an SSPC member. CAL INC holds the PCI Level 1 and QCS certification. No other SSPC certifications are included.
- **For Concrete Slabs** -Foundation slab work is based on industry standard thicknesses no greater than 6 inches. Foundation slabs are to remain. Anchor bolts to be removed at slab level. If slabs are removed. Rough grade only. No pad prep. If the concrete exceeds these standards, a change order may apply.
- **For Concrete Footings**-Concrete Footings to be snapped up to 2 ½ feet down. This is based on industry standard thicknesses. If the concrete exceeds these standards, a change order may apply.
- **For Mold Work:** Due to Mold being a living organism, any water intrusion will cause the mold to return. CAL INC is not responsible for recurring mold after remediation has been completed by CAL INC.
- **Ladder/Equipment**-Assumes ramps, scaffolding, elevator, etc is available for safe moving of equipment, waste, or material onto or removal of from work site, unless provided for in bid as a line item.
- **Lead-Paint Stabilization/Removal Work:** Work proposed is for remediation purposes, not renovation unless otherwise stated above. No sanding will be performed unless stated specifically in the scope of work. There will be small hairline surfaces where the loose and flaky is removed from the remaining stabilized paint. Depending on the thickness of the paint layers, there may be some peeling of wall paint. CAL INC will do everything possible to avoid, but will not be held responsible for repairs if layers do come off the wall. LBC encapsulation will be applied to the top to stabilize the paint edges. Priming and painting of the remediated areas are not included unless specified in the scope of work specifically.

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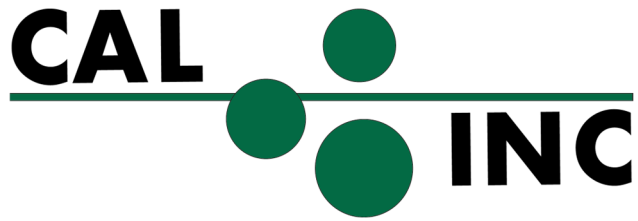
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Please contact us at (707) 446-7996 if you have any questions regarding the scope of work or cost items listed above. I can also be contacted via email at david@cal-inc.com. We look forward to being of service to you during the project. This proposal is good for a period of 30 days.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Esparza".

David Esparza
President



Noyo Harbor District Agenda Item Summary

Meeting Date:	2/12/2026
Item Number:	7
Title:	Park and Launch Fees
Recommended Action:	Approval or Direction

Analysis

The District has not increased park and launch fee's or day use fees for the parking lot in two years. The office is proposing the following fee schedule including fines for vehicles that park overnight or trailers that are left without trucks.

\$17 for park and Launch

\$10 for day use

\$195 annual park and launch (365 days) equivalent to 11.5 park and launch's

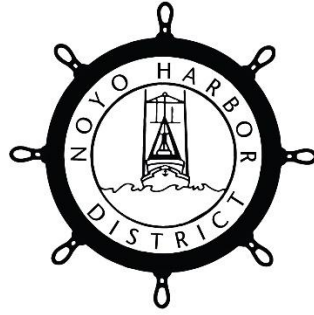
\$40 overnight parking fine (daily)

\$40 trailer without truck fine (daily) – any time

Fiscal Impacts

In a good year the park and launch fee's will generate \$50-60,000 for the Harbor District's operations and maintenance budgets.

Attachments



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Staff Report

Forklift Service-

Jay took the lead to get the forklift officially serviced. The fan belt, starter and some hydraulic cables were replaced and the forklift is no longer making horrible noises as it starts up.

EDA Grant-

The EDA grant assessment team downgraded our application so I could fix a few errors in the application. Requested changes included the removal of all dates in the timeline and the use of a different budget form. The Harbormaster will fix those errors and re-submit the application. Overall they did not request any changes to the scope of work or the overall project while is encouraging that the application could be funded.